BANGALORE METRO RAIL CORPORATION LIMITED

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Driving Bangalore Ahead

BANGALORE METRO RAIL PROJECT

TENDER DOCUMENT

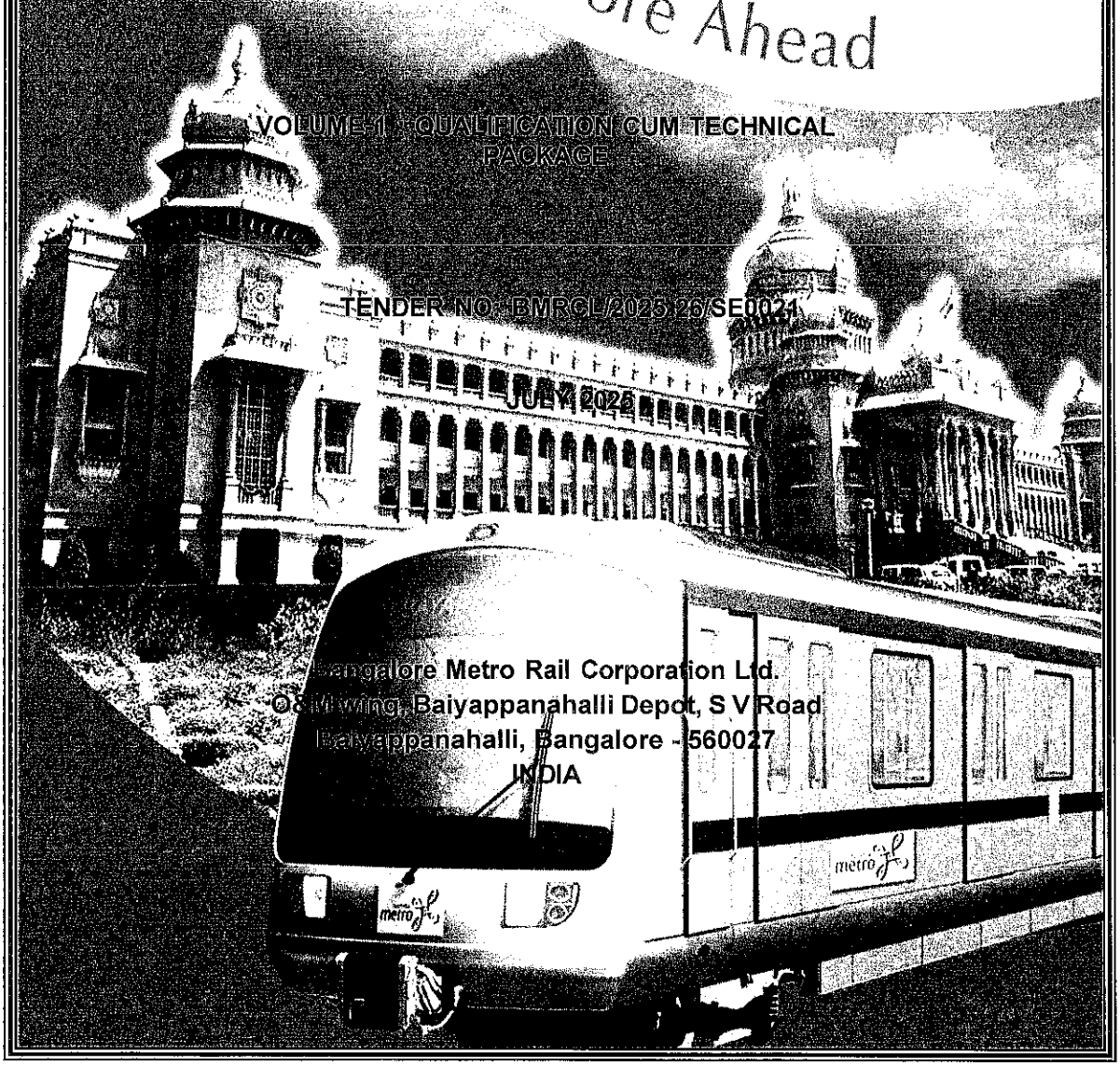
FOR

PROVIDING TRAIN OPERATION SERVICES FOR REACH-5 & REACH-6 OF PHASE II

VOLUME-1 : QUALIFICATION CUM TECHNICAL PACKAGE

TENDER NO: BMRCL/2025-26/SE0021

JULY 2025



Bangalore Metro Rail Corporation Ltd.
O&M wing, Baiyappanahalli Depot, S V Road
Baiyappanahalli, Bangalore - 560027
INDIA

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SECTION – 1

A. NOTICE INVITING TENDER

&

B. KEY DETAILS

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SECTION-1

A. NOTICE INVITING TENDERS [NIT]

Tender No. BMRCL/2025-26/SE0021. **Dt: 14.07.2025**

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders (under Single stage - Two Envelope System) from eligible Domestic Tenderers, having work experience in any Central Govt/State Govt/PSU's/Govt bodies/ MES/ Railway/ CPWD /KPWD/ BMRCL and in any metros for the works detailed in the Table below.

Tender for Contract No.	Description of the work	**Earnest Money Deposit / Tender Security (Rs.)**	Contract period
1	2	3	4
BMRCL/2025-26/SE0021	Providing Train Operation Services for Reach-5 & Reach-6 of Phase II	**45,26,816 /-**	**5 Years**

Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate (or) Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", as defined in ITT clause 17.

2. **REGISTRATION:**

a) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.

b) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.

c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

d) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

e) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

f) Tenderers should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.

h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

3. **SEARCHING FOR TENDERS/BIDS:**
Once the Tenderers have selected the proposal Bids/Tenders and if they are interested to participate, the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.

However, the Tenderer shall submit such transaction details along with their Tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.

It will be the responsibility of the Tenderer to check the website and see any Addendum /Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals binding accordingly.

4. Tender documents consist of the following Sections,
   - Section 1 - Notice Inviting Tenders (NIT)
   - Section 2 - Instructions to Tenderers (ITT)
   - Section 3 - Eligibility and Qualification Criteria
   - Section 4 - Scope of Work
   - Section 5 - General Conditions of Contract (GCC)
   - Section 6 - Special Conditions of Contract (SCC)
   - Section 7 - Qualification criteria - Standard Forms
   - Section 8 - Financial Package

5. Tenders must be accompanied by **Tender Security / Earnest Money Deposit (EMD)** as specified in ITT clause 3.2.2, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Security/EMD will have to be paid in full amount through online payment in e-Procurement Portal (or) submit in any one form of **Electronic Bank Guarantee (e-BG) or Bank Guarantee**, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 45 days beyond the validity of the Tender (i.e., 225 days from the date of submission of Tender).

6. Tenders must be submitted electronically through Karnataka Public Procurement Portal / e-Procurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

   All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 4.7, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

7. Tenders cannot be submitted online after stipulated time of submission of Tender.

8. Tenders shall be valid for a period of **180 days** from the latest date of submission of Tenders.

9. 'Qualification cum Technical Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

   The Financial Packages of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.

10. The Tenderers shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / Client certificates / CA's audit reports as set forth in the Tender document.

11. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

    (a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

    (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in 'Corrupt' or 'Fraudulent' practices in competing for, or in executing, the Contract.

12. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

13. BMRCL reserves the right to accept or reject any or all Tenders in 'Part 'or 'Full' without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

14. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

15. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

16. For further clarifications/details, Contact : The General Manager (Operations), O&M wing, Admin Building, Baiyappanahalli Depot, BMRCL on +91 9972961150, Fax-+91 080-25191114, E-mail:- gkthakre_gmo@bmrc.co.in

    For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

Sd -

General Manager (Operations)

Bangalore Metro Rail Corporation Limited

B. KEY DETAILS

Tender No: BMRCL/2025-26/SE0021		
Description of Work: PROVIDING TRAIN OPERATION SERVICES FOR REACH-5 & REACH-6 OF PHASE II		
Sl.No.	**Description**	
1.	**Earnest Money Deposit / Tender Security**	**Rs.45,26,816** /- (Indian Rupees Forty-Five Lakh Twenty Two Thousand Eight Hundred and Sixteen only)
2.	Completion period of services	Total 5 Years The Contract shall initially be a period of one (01) year and thereafter shall be extended year on year based on the satisfactory performance.
3.	Download of Tender documents	Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from 14-07-2025 to 25-08-2025
4.	Last Date of Seeking Clarification	As per Date and Time specified in e-Procurement Portal.
5.	Pre-bid meeting	As per Date and Time specified in e-Procurement Portal.
6.	Date and Time of submission of Tender	As per Date and Time specified in e-Procurement Portal.
7.	Date and Time of opening of Tender (Qualification cum Technical Package)	As per Date and Time specified in e-Procurement Portal.
8.	Date and Time of opening of Tender (Financial Package)	will be intimated to the Qualified Tenderers through e- Procurement Portal. Tenderers to trace the same.
9.	Place of Opening of Tenders (Qualification Cum Technical Package & Financial Package)	The opening of the Qualification Cum Technical Package and Financial package shall take place online through e-Procurement Portal.
10.	Address for communication	General Manager / Operations Bangalore Metro Rail Corporation Ltd., Admin Building, Baiyappanahalli Depot, Baiyappanahalli, Bengaluru, PIN: 560038 Karnataka, India. Ph No: +91 9972961150 Fax No: 080-25191114 Email: gkthakre@bmrc.co.in

SECTION - 2

INSTRUCTIONS TO TENDERERS

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SECTION-2

INSTRUCTIONS TO TENDERERS (ITT)

1.0 INTRODUCTION

1.1 Bangalore Metro Rail Corporation Limited, (hereafter referred to as BMRCL), a Joint Venture of Government of India (GOI) and Government of Karnataka (GOK), a Company registered under the Company's Act, 1956 established as an SPV for implementation of Bangalore Metro Rail Project proposes to select a Service Provider for **"PROVIDING TRAIN OPERATION SERVICES FOR REACH-5 & REACH-6 OF PHASE II"** as per the selection criteria detailed in the Tender document.

1.2 The Tenderers are invited to submit a Qualification cum Technical Package and Financial Package (the word "Proposal" shall also mean 'Bid' or 'Tender'), as specified in the Tender documents. The Tenders will be the basis for a signed Contract with the selected Tenderer. Interested Tenderers may apply as individual or as JV/ Consortium. This is a Domestic Competitive Bidding open strictly for Domestic Indian Companies only. Sole Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company are eligible to apply.

1.3 The Tenderers must familiarize themselves with the site conditions of BMRCL as furnished in technical scope and should be taken into account while preparing and submitting the tenders. They are required to verify the information, if any from BMRCL before tendering. To obtain first hand information on the assignment and on the local condition, Tenderers are encouraged to pay a visit before submitting their Tender and to attend the Pre-bid meeting. Attending the pre-bid meeting is optional.

1.5 BMRCL reserves the right to accept or reject any or all Tenders without assigning any reasons. No Tenderers shall have any cause of action or claim against BMRCL for rejection of his Tender. BMRCL reserves the right to accept the tender in full or part.

1.6. BMRCL expects Tenderers to provide professional service and at all times hold BMRCL's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

1.7. It is BMRCL's policy that the Tenderers observe the highest standard of ethics during the execution of the service. In pursuance of this policy, the BMRCL:

(i) Expects that Tenderers shall desist from the following corrupt and fraudulent practices:

(a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of BMRCL, and includes collusive practices among Tenderers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BMRCL of the benefits of free and open competition.

(ii) will reject a proposal for award if it determines that the Contractor recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;

(iii) will declare a Tenderer ineligible, either indefinitely or for a stated period of time if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing; and

(iv) will have the right to require that, BMRCL to inspect Contractors' accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by BMRCL.

1.8. The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt Controlled Institutions / projects / Reputed private organizations in India. The Tenderer shall provide an Undertaking as provided at Annexure 23 of Section-7.

2.0 CLARIFICATION AND AMENDMENT OF TENDER DOCUMENTS

2.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

2.2 The Employer will offer clarification to such queries received through e-Procurement portal up to the date specified therein.
Any such queries with details of clarification sought will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

2.3 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

2.4 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an extend/Corrigenda. Such amendments shall be issued through e-Portal and also will be published in the BMRCL's website: **'www.bmrc.co.in'**. BMRCL may at its discretion, extend the deadline for the submission of proposals through publication in the e- Portal/ BMRCL official website.

2.5 Such Addenda/Corrigenda will be uploaded in the e-Procurement portal. It will be the responsibility of the Tenderer to frequently check the e-Procurement portal for any Addenda/Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.

2.6 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the Tender submittals.

2.7 The Tenderer is not permitted to make any alteration / modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained

3.0 PREPARATION OF TENDERS

3.1 Tender document consist of two (02) packages:

Volume -1 Qualification cum Technical Package.

Volume -2 Financial Package.

Tenderers are requested to submit Tenders in English language only.

3.2 Volume - 1 : Qualification cum Technical Package:

3.2.1 In preparing the Qualification cum Technical proposal, Tenderers are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested may result in rejection of the Tender. The required information to be given by the Tenderer should be given in the prescribed standard forms only. The Annexure, if any, should be to the point, brief, with clause number and page number, referred to in the standard form written at the top right hand side of the respective Annexures.

The Qualification cum Technical Package shall accompany a Tender Security / Earnest Money Deposit.

3.2.2 EMD / Tender Security.

3.2.2.1 The Tenderer shall furnish, as part of its Tender, interest free Tender Security/ EMD as per e-Procurement Portal.

3.2.2.2 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 3.2.2.8.

3.2.2.3 The Tenderer shall pay/furnish an EMD (Tender Security) for the value indicated in e-Procurement portal in the following mode:

a) **Online payment** through e-Procurement portal, or

b) an irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee*,** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru in the form given in Annexure 16 of Section 7 to the Tender document. However, 'Earnest Money Deposit' Bank Guarantee format is also available in https://tenderb.bmrc.co.in.

** In case of Tender Security/EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

The issuing Bank shall send the SFMS as detailed under to:

Name: BANGALORE METRO RAIL CORPORATION LTD.,
Name of the Bank: BANK OF INDIA
Branch: CANTONMENT BRANCH, BENGALURU.

Account No.: 840420110000739
RTGS/IFSC: BKID0008404

The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 4.7. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in ITT clause 4.7, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

3.2.2.4 The Earnest Money Deposit shall be valid for a period as specified in clause 4.6 of NIT and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

3.2.2.5 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/EMD and non-submission of hardcopy as per ITT clause 4.7 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

3.2.2.6 The Tender Security/EMD of unsuccessful Tenderers will be discharged / returned upon the Successful Tenderer signing the Contract Agreement in pursuant to ITT clause 11.

3.2.2.7 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon furnishing the Performance Security pursuant to ITT Clause12 and signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 11.

3.2.2.8 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer:

(i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or

(ii) does not accept the correction of errors pursuant to ITT Clause 6.4; or

(b) In case of a successful Tenderer, if the Tenderer fails:

(i) To sign the Contract Agreement in accordance with ITT Clause 11; or

(ii) To furnish performance security in accordance with ITT Clause 12.

3.2.2.9 The Tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

(ii) Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,

(iii) If EMD (Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.

(iv) EMD (Tender Security) in the form of Bank Guarantee is from a Co-operative Bank.

(v) EMD (Tender security) amount is less than the required amount as mentioned in NIT.

(vi) Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 3.4.

In case EMD (Tender Security) is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD / Tender Security) within 10 (ten) working days from the date of request. Failure to provide a compliant EMD Tender Security) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

3.2.2.10 In case the Tenderer submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

3.2.2.11 If the Tenderer has opted to submit the Tender Security in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the Tender Security envelope as per Cl. 3.2.2.3 and also uploaded in e-Procurement portal in case of e-Procurement.

3.2.3 Not Used.

3.2.4 While preparing the Technical Proposal, Tenderers should read carefully and fill the relevant information. Non furnishing of information or leaving blanks in the forms may result in disqualification of the Tender.

3.2.5 The Qualification cum Technical Package shall not include any financial information.

3.2.6 **Indemnity Bond** – An Undertaking to provide Indemnity Bond in line with Annexure 9 of Section 7 which provides indemnity to BMRCL against Contractors default in abiding to Statutory payments shall be obtained in Stamp Paper face value of Rs. 100/-.

3.2.7 Should any further document be required, the Tenderer will be instructed by BMRCL.

3.3 Volume – 2 : Financial Package:

i) In preparing the Financial Package, Tenderers are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested may result in rejection of the Tender. The required information to be given by the Tenderer should be given in the prescribed standard forms only and no other format

is acceptable. If the price bid has been given as a standard BoQ format with the Tender document, then the same is to be downloaded and to be filled by all the Tenderers.

Tenderers are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer). No other cells should be changed. If the BoQ file is found to be modified by the Tenderer, the bid will be rejected. The Tenderers should not rename the file or modify the format while uploading in the system. The file name should be the same as the file name given in the Tender. The filled price bid shall be uploaded and submitted ONLY in the e-procurement portal. The Tenderers may modify and resubmit the bid on-line, if he wishes before the bid submission date and time.

The system will accept only the last submitted bid. Tenderer can find out the status of his Tender on line, any time after opening the bids. Upon opening of financial bids, the system will generate a comparative statement indicating ranking of Tenderers as per their quoted price.

GST shall be reimbursed by BMRCL on submission of original receipt / challan by the Service provider.

ii) **Tender Parameters:**

The Contract shall be for the services as described in the Tender document. The Tenderer is required to quote his rates taking into account all the Terms and Conditions of the Tender.

The Tenderer shall quote his rates per Train Hour which should be inclusive of all taxes, duties, royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the Tenderer, overheads, insurance, cost incurred for obtaining various licenses as per statutory requirements, etc. Conditional bids will be summarily rejected.

3.4 Tenders must remain valid for **180** days from the last date of submission of Tenders as specified in the Notice Inviting Tender (NIT). During this period, the Tenderer is expected to keep available the key professional staff proposed for the services. In exceptional circumstances, prior to expiry of the original Tender validity period, the employer may request the Tenderers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile or E-mail. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender Security for the period of the extension. Only one communication either extending the validity or refusing to extend the validity would be entertained. If the validity is not extended, no further representation, if any, to revive the Tender at a later date will be entertained. Tender Security/EMD shall be forfeited if the Tenderer withdraws his Tender during the period of Tender validity.

3.5 Tenderers shall note that,

a) BMRCL shall give 5% annual increment on the quoted price, provided past year satisfactory services is obtained from BMRCL.

b) BMRCL shall reimburse the GST (inclusive of all applicable cess) as applicable. In future any changes in GST / Cess, the same shall be reimbursed by BMRCL.

c) The successful Tenderer shall provide an undertaking to Indemnify BMRCL for any liability that may arise on account of non-fulfillment of any statutory obligation by the Tenderer.

d) Proof of payment for having disbursed the wages shall be provided monthly.

4. SUBMISSION OF TENDERS

4.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted electronically through Karnataka Public Procurement Portal on or before the last date and time for Tender submission as published therein.

4.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.

4.3 Tenderer should log into the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.

4.4 Tenderer will be solely responsible for uploading the Tender submittals in e-Procurement portal. BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

4.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

4.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

4.7 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the documents listed in Sl.no.13 of Annexure 7 (Section 7) in original (hard copy) at BMRCL office within 5 days of last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/e-Procurement Portal".

The envelope shall bear the following identification:

TENDER NO: .....

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BMRCL Office Address for submission of hardcopy:

To

.....
Bangalore Metro Rail Corporation Ltd.,
.....,
Bengaluru, PIN ..... ,
Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

4.8 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender Security/EMD.

4.9 Telex, Facsimile or Emailed Tenders will be rejected.

4.10 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents.

4.11 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

4.12 Deadline for Submission of Tenders

(i) Tenders must be uploaded not later than the time and date specified in the Key Details (Sl. No 7). In the event of the specified date for the submission of Tenders being declared a holiday for the Employer (BMRCL), the Tenders can be uploaded up to the appointed time on the next working day.

(ii) The BMRCL may, at its discretion, extend this deadline for submission of Tenders by amending the Tender documents in accordance with ITT Clause 2, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

4.13 Late Tenders:

In online e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.

Hardcopies received by BMRCL after the deadline for submission as mentioned in ITT clause 16.7 will be rejected.

Hard copies of those Tenders which have been uploaded in the e-Procurement Portal successfully only will be considered for evaluation.

5. Opening of Tenders.

5.1 **Qualification Cum Technical Package:**

5.1.1 **Opening of Qualification Cum Technical Package of all Tenderers:**

First, the Employer will open the EMD/Tender Security and verify the Tender Security/EMD.

Further, the Employer will open the 'Qualification Cum Technical Package' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal at the time and date specified in the e-Procurement Portal. If Tender Security/EMDs are not in proper form, the 'Qualification Cum Technical Package' will not be opened for such Tenderers. However, Tender for which a notice of withdrawal has been submitted shall not be opened.

Interested Tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

5.1.2 The Tenderers will be examined for the following submittals:

i) Presence of valid Tender Security/EMD
ii) Presence of 'Qualification cum Technical Package' and all enclosures as per ITT clause 3.0 and,
iii) Submission of original documents as per Sl, no.13 of Annexure-7 (Section 7)

5.1.3 The Employer will evaluate and determine whether each Tender

(a) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 3.2.2; and
(b) meets the eligibility criteria defined in Section 3;
(c) meets the minimum qualification criteria stipulated in Section 3.

The Employer will draw out a list of qualified Tenderers.

5.1.4 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.

5.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

Tenderers, whose 'Qualification cum Technical Package' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Package' through e-Procurement Portal.

5.2 **Financial Package**

5.2.1 Opening of Financial Package of Qualified Tenderers:

The Financial Package of the Tenderers, whose 'Qualification cum Technical package' are found acceptable, will be opened in the presence of those Tenderers of their representatives, who choose to be present and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

5.2.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

5.2.3 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final until and unless the Employer declares the successful Tenderer taking into account the Cl. 6 below.

5.2.4 Conditional Tenders are not acceptable and will be summarily rejected.

The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITT Sub-clause 6.3.

6. EVALUATION OF TENDERS

6.1 **General:** - Any effort by the Tenderers to influence the BMRCL in the evaluation, comparison or Contract award decisions may result in the rejection of the Tender.

i) For proper evaluation of the Tender, if clarifications are found to be necessary, BMRCL may at its discretion seek for such clarifications.

ii) The evaluation is done in two stages viz. Qualification cum Technical stage and the financial stage. The Financial Package of those Tenderers who qualify in the Qualification cum Technical Package only will be opened.

iii) Further, the Tender Scrutiny Committee nominated by the BMRCL evaluates the Qualification cum Technical Package and Financial Packages, each separately as mentioned herein below, on the basis of their responsiveness to the requirement mentioned in the Tender documents, applying the evaluation criteria, therein.

iv) Tender Scrutiny Committee at Qualification cum Technical stage shall have no access to the Financial Packages until the Qualification cum Technical evaluation is completed (including its approval by Competent Authority).

6.2 **Evaluation of Qualification cum Technical Packages:**

i) The Qualification cum Technical Package documents submitted by the Tenderer will be verified by the Tender Evaluation Committee nominated by BMRCL.

ii) The compliance to each and every requirement prescribed for the "Qualification Criteria" will be examined. The Tender shall be rejected at this stage if it does not satisfy the stipulated qualifying criteria. If the Tenderer does not fulfill any one or more of the qualifying criteria prescribed, he shall be disqualified. On such disqualification, his Tender documents shall not be considered for further evaluation and his Financial Package will not be opened.

iii) Each responsive Tender, which has cleared the pre-qualification criteria, shall be further evaluated for Technical responsiveness. Compliance to each and every requirement prescribed in the Tender document will be examined. The Tender shall be rejected at this stage if it does not respond to the requirement mentioned in the Tender documents. On such rejection, his Tender documents shall not be considered for further evaluation and their Financial Package will not be opened.

iv) **Return of Tender Security/Earnest Money Deposit (EMD) -** BMRCL will return the Tender security/EMD of unsuccessful Tenderers within 30 days of declaration of result of First Stage i.e., Technical Evaluation and return their unopened proposals.

6.3 Evaluation of Financial Packages:

6.3.1 The e-portal total would be the basis for evaluation.

i) The Tender Scrutiny Committee shall take into consideration the financial quotes of each Tenderer meeting requirements of sub-clause 6.2 above and determine the inter se position. The lowest quote determined as L1 and the next one determined as L2 and so on, provided the Tenderer has been determined to be substantially responsive, Technically and Financially suitable and complete in accordance with the Tender documents.

ii) The Financial quotes should be compatible with the Technical proposal of the Tenderers. This will be evaluated during financial evaluation. If the Financial quote is not compatible with its Technical proposal, the offer shall be rejected. The Financial quote should contain the Price per Train Hour incl of GST for a period of five years stipulated, which may be taken note of.

iii) The qualified Tenderer offering the lowest quote will be selected for the award of work/Service contract.

iv) In case, two or more techno-commercially qualified Tenderers quote the same amounts in the financial bid/commercial bid which is the lowest (L1), then the tender would be awarded to the Tenderer who has the highest/higher average annual turnover for 3 financial years out of last 5 years.

v) BMRCL reserves the right to split and award the contract of the works/services on the basis of operational convenience at the lowest price quoted by Tenderer. Decision of BMRCL is final in this regard and binding on the Tenderers.

vi) The Tenderer shall quote the Price only in the e-portal and nowhere else. Submission of the quote other than the e-portal will result in disqualification of the Tenderer.

6.4 Correction of Errors

i) During the evaluation of the Financial proposal, BMRCL will check for any arithmetical errors in computation and summation. Errors if any will be corrected by the BMRCL as follows:

a) Where there is a discrepancy between the Price quote in figures and in words, the lower value will govern. Accordingly, the amount in the Table shall be corrected; and

b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the BMRCL there is an obvious gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

ii) If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected and the Tenderer is liable to be debarred.

6.5 Clarification of Tenders

6.5.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

6.5.2 BMRCL will offer clarification to such queries received through e-Procurement portal up to the date specified therein.
Any such queries with details of clarification sought will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

6.5.3 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

6.5.4 **Responsive bid**

Responsive bid is one that conforms to all the terms, conditions, and Specifications of the Tender Documents without material deviations, exceptions, objections, conditionality's or reservation.

Non responsive bid is,

A. One that limits in any substantial way the scope, quality, or performance of the product/ material/ materials.
B. that limits, in any substantial way that is inconsistent with the Tender documents, BMRCL rights or the successful Tenderers" obligations under the contract; and
C. One that the acceptance of which would unfairly affect the competitive position of other Tenderers who have submitted substantially responsive Bids. If a Bid is not substantially responsive, it will be rejected by BMRCL and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

6.5.5 BMRCLs determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by BMRCL in writing the response to which shall also be In writing and no change in rates shall be sought offered or permitted.

7 AWARD OF CONTRACT

BMRCL will award the Contract to the Tenderer whose offer has been determined to be substantially responsive and who has offered the lowest evaluated Tender price and Technically & Financially qualified and complete in accordance with the Tender documents. The Tender may be awarded for whole of the service or part of the work stipulated under the scope of the services.

BMRCL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
b. Consult with any Tenderer in order to receive clarification or further information.
c. Retain any information and / or evidence submitted to BMRCL by, on behalf of, and /or in relation to any Tenderer; and / or
d. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Tenderer.

8 RIGHT TO ACCEPT OR REJECT ANY OR ALL THE TENDERS

Notwithstanding Clause 7 above, BMRCL reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for the BMRCL's action.

9 NOTIFICATION OF LETTER OF ACCEPTANCE AND NOTICE TO PROCEED

9.1 Prior to the expiry of the period of Tender validity, BMRCL will notify the successful Tenderer, to be confirmed in writing by registered letter, that his Tender has been accepted. This letter hereinafter called as the "Letter of Acceptance" (LOA) shall name the sum (s) which the BMRCL will pay to the Contractor in consideration of the execution and completion of the works by the Contractor as prescribed in the Contract (hereinafter called as the "Contract Price"). The Letter of Acceptance (LOA) will be sent in duplicate to the successful Tenderer, who will return one copy to the BMRCL duly acknowledged and signed without any conditions by the authorized signatory, within seven days from the date of issue of LOA. The Letter of Acceptance (LOA) will constitute a part of the Contract agreement till a formal agreement is executed between the parties.

9.2 BMRCL will issue Notice to Proceed to the Contractor after the receipt of LOA. Contractor shall proceed only after Notice to Proceed (NTP) is issued and not otherwise. The validity period of the Contract shall be 60 Months from the date of issue of NTP.

9.3 The Contract shall come into force from the date of Notice to Proceed. Notice to Proceed will constitute a part of the Contract Agreement.

9.4 (a) Upon Letter of Acceptance being signed / returned by the successful Tenderer and on submission of Performance Security [BG] for 10% of Contract value, BMRCL will promptly discharge / return the Tender Security / EMD to Technically qualified Tenderers.

(b) Not used.

9.5 BMRCL reserves the right to accept the Tender in full or part or split to safeguard its interest.

10. CANCELLATION OF LETTER OF ACCEPTANCE (LOA)

10.1 The Tenderer is expected to commence providing services as prescribed or notified by BMRCL in accordance with ITT clause 9.

10.2 In case the successful Tenderer fails to furnish the Bank Guarantee for Performance Security or fails to sign the Contract Agreement or fails to commence the work (for whatsoever reasons) as prescribed or notified vide Sub-clause 10.1 above by BMRCL, the allotment shall be cancelled and the Tender Security / EMD will be forfeited.

11. SIGNING OF AGREEMENT

11.1 BMRCL shall prepare the Contract Agreement in the Annexure-21 at Section-7 included in this Document. All documents forming the part of Contract, in the Contract Agreement, shall be binding on both Parties including conditions and stipulations contained in such documents. The successful Tenderer will be required to execute the Contract Agreement within 30 days from the date of issue of the Letter of Acceptance/Notice to Proceed. The

Performance Security in the form of Bank Guarantee [BG] should be submitted within 20 days from the date of issue of Letter of Acceptance but not later than the date of signing of agreement between the parties. One copy of the Agreement duly signed by the BMRCL and the Contractor through their authorized signatories will be supplied by the BMRCL to the Contractor.

11.2 Prior to signing of the Contract Agreement, the successful Tenderer shall submit the Performance Guarantee in the form of BG and Power of Attorney within a period of **20 days** from the date of issue of the Letter of Acceptance.

11.3 The Stamp Duty Cost shall be borne by the Tenderer.

12. PERFORMANCE SECURITY- BG/e-BG

12.1 The successful Tenderer shall furnish to BMRCL a Performance Security in the form of a Bank Guarantee (Annexure-8 of Section-7). Initially The BG/e-BG validity shall be for **Sixty Nine (69) months** i.e., Six months beyond the expiry of Contract period of Sixty (60) months plus three (03) months of training. On extension of the contract, additional Performance Bank Guarantee to be submitted for the additional value of the work duly renewing the initial Performance Bank Guarantee validity to cover the entire period of contract plus 6 months. The Bank Guarantee in favour of 'Bangalore Metro Rail Corporation Limited' payable at Bengaluru from an Indian Scheduled Bank [excluding Co-operative Banks] or from a Scheduled Foreign Bank as defined in Section - 2[e] of RBI Act, 1934 read with Second Schedule. The Bank Guarantee should be payable / extendable in Bengaluru at a designated branch, failing which, the Tender/contract will be rejected and EMD/Tender security/PBG shall be forfeited. The format of Performance Security is given in Annexure-8 of Section-7. The Performance Security shall be furnished immediately on issue of LOA, but not later than **Twenty (20) days** from the date of issue of LOA. On extension of the contract period, the contractor has to submit the new Performance security within Twenty (20) days from the date of issue of Extension of Contract. The communication of Extension of the contract shall be served through post/E-Mail.

The Performance Security shall be released after completion of work. If the Contract period is extended, the validity of the Performance Security shall be suitably extended by the Contractor at his own cost. Any amount due to BMRCL shall be deducted from the performance security or any other amount payable to the Contractor.

12.2 The Bank Guarantee for Performance Security shall be invoked by BMRCL for breach of Contract on the part of the Contractor, deficiency in performance or amount to be recovered for any other discrepancies wholly or partly as the exigencies warrant. The decision of the BMRCL in this regard shall be final and binding on the Contractor. The balance in case of part invocation, Performance Guarantee shall be released to the Contractor, after the expiry of Six (6) months, after the end of the Contract period.

12.3 Failure of the successful Tenderer to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Tender Security/Earnest Money Deposit.

12.4 Failure of the Contractor to submit the required Performance Security for Extension period shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the performance security of the contract.

12.4 If the scope of manpower requirement gets altered subsequently, the Performance Bank guarantee shall be increased accordingly to the extent of alteration to the services of manpower.

12.5 The Performance Bank Guarantee shall be extended, in case the contract period is extended, for whatsoever reasons. Bank Guarantee shall mean - Bank Guarantee (Hard copy) / Electronic Bank Guarantee (e-BG).

12.6 The Contractor agrees to submit the bank guarantees strictly in the form provided in the Contract. Any deviation in the form of bank guarantee shall not be acceptable, unless expressly agreed by BMRCL, and BMRCL will not be responsible for any delay in payment of any nature due to the submission of wrong and/or deviated bank guarantee(s).

12.7 The Contractor agrees that while issuing the physical bank guarantees, the Contractor's bank shall also send electronic message through secure Structured Financial Messaging System (in case of bank guarantees issued from within India) or SWIFT (in case of bank guarantees issued from outside India) to the BMRCL's bank whose details shall be provided to Contractor on request.

12.8 Failure of the successful Tenderer to comply with the requirements of ITT Sub-clause 12.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit.

13. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderers who have submitted the Tenders or to other persons not officially concerned with the process, until the successful Tenderer has been notified that it has been awarded the Contract.

14. GENERAL

Please note/ensure the following;

i. Each Tenderer shall submit only one Tender. Acting in concert or cartelization is not allowed. A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified.

A Tenderer shall not have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer, or

b) Receives or has received any direct or indirect subsidy from another Tenderer: or

c) Has the same legal representative as another Tenderer: or

d) Has a relationship with another Tenderer, directly or through common third parties that put it in position to influence the Tender of another Tenderer or influence the decisions of the Employer regarding this Tendering process: or

e) Any of its affiliates participated as consultant in the preparation of the design or Technical specifications of the works that are the subject of the Tender: or

f) Any of its affiliates has been hired [or is processed to be hired] by BMRCL for the Contract implementation: or

g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of this Tender that is provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm: or,

h) Has a close business or family relationship with a professional staff of the BMRCL, Who;

i) are directly or indirectly involved in the preparation of the Tendering documents or specifications of the Contract, and / or the Tender evaluation process of such Contract: or

(ii) would be involved in the implementation or supervision of such contact unless the conflict steaming from such relationship has been resolved in a manner acceptable to BMRCL throughout the procurement process or execution of the Contract as the case may be.

i) Tender document is not transferable.

j) The Tender form shall be legibly written or typed quoting all figures in words as well as in figures duly signed by Tenderers with Seal.

k) All pages shall be signed, corrections neatly scored out and initialed by the authorized person of the company/firm affixing with Seal.

l) Conditional Tenders are not acceptable and shall be rejected summarily. A Tender, which is incomplete and imbalanced, shall be rejected.

m) Non-compliance with any of the conditions set forth herein shall result in the Tender being rejected.

n) Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka or any other State/Central Govt. in India from time to time and should not have been blacklisted or debarred from any Tender process.

o) Tenderers who have been debarred / black listed by any Dept. / Autonomous Body of the Central / State Govt. / Union Territories and Municipal Corporations are not eligible to participate in tender process. In case, this fact is established, prior to award of Contract, action will be taken to black list or debar, as stipulated in Bid Security Declaration. In case, this fact is established after allotment of the Contract, then such Contract will be liable to be terminated after due enquiry without any notice and in such an eventuality the Bank Guarantee will stand forfeited. This condition of being debarred/black-listing shall also apply to Associate Concern/Partners of the Tenderer/Contractor.

p) Tenders with revised / modified rates / offer after submission / opening of the tender will be summarily rejected. In such a case BMRCL may forfeit the Earnest Money Deposit submitted with the tender.

q) BMRCL may not consider Tenderers who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.

15 One Tender per Tenderer

Each Tenderer shall submit only one (01) Tender. A Tenderer who submits or participates in more than one (01) Tender (other than as a Subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

16 Cost of Tendering

16.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

16.2 The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.

17. Countries sharing land border with India.

17.1 Any Tenderer from a country which shares a land border with India will be eligible to bid in this tender only if the Tenderer is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). For details refer to order (Public Procurement No.1) F.No.6/18/2019-PPD dtd.:23/07/2020, MoF, Dept. of Expenditure, PPD and its latest amendments.

17.2 This clause will not apply to Tenderers from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

17.3 All the participating tenderers are mandatorily required to submit a certificate along with the tender regarding their compliance with this clause/order in regard to restrictions of procurement from the Tenderers from countries sharing land borders with India as per the format included in Annexure-24 of Section 7, these special conditions of Contract. If such certificate given by a Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

18. Error / Omission in the Tender document

In case of any error / omission in the Tender document & any other documents related to this Contract, it will be prime responsibility of the Tenderer to bring it to the notice of BMRCL. And in no other means, the Tenderer shall take advantage of such error / omission, if so; it may be treated as Fraudulent Practice on part of Tenderer

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SECTION 3

Eligibility and Qualification Criteria

3.1 Eligibility and Qualification Criteria

`3.1.1	The Tenderer shall be a legally qualified person as per Indian Contract Act 1872. The Tenderer should be either an individual or a Company incorporated under the Companies Act 2013 or a partnership firm registered under the partnership act 1932 or a group of entities (the 'Consortium') coming together to render desired services under and/or in relation to the Contract.
3.1.2	A Tenderer may be a Private Entity, Government owned Entity, or any combination of them with all members of the consortium having a prior written arrangement viz. Joint Bidding Agreement Annexure - 13 Or an existing agreement of a Joint Venture. The said arrangement of the Members of Consortium shall be valid till contract period and shall subsist during the term of the Contract.

3.2 CONSORTIUM:-

Bids submitted by a Consortium must comply with following requirements:

3.2.1	The number of Consortium members shall not exceed Two.
3.2.2	The Consortium shall furnish a Joint Bidding Agreement Annexure-13 in non-judicial Stamp Paper of minimum **Rs.100/-** as per the format provided in this document, which shall be legally binding on all the members.
3.2.3	The Joint Bidding Agreement for the Consortium shall state the responsibility regarding the Techno-Commercial and financial arrangements in respect of each member in the Consortium. The Joint Bidding Agreement should be valid for a minimum period of **180 days** from the last date of submission of the Bid or signing of the contract agreement incase the consortium is successful, whichever is later.
3.2.4	The members of the Consortium shall nominate one member as the lead member (the "Lead Member") to act on behalf of the others as their representative to apply/bid for the award of Tender. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the members as per format shown in this Document. (Annexure-2a)
3.2.5	The Lead Member shall have an equity share with and subscribed equity of the Special Purpose Vehicle. Percentage share of "**Lead Member**" shall be more than 40% and other member in consortium shall be more than 25%. However, the combined Percentage share shall aggregate to 100%.
3.2.6	No change in the composition of a Consortium shall be permitted after submission of bid.
3.2.7	A company or a firm can be a member in only one Consortium, if a company or a firm participates in more than one Bid, all Bids of which it is a part would be summarily rejected.
3.2.8	All members of the Consortium shall be jointly and severally liable, for the obligations and responsibilities entailed by the Contract Agreement. A. In case of a Consortium emerging as the Selected Tenderer, the Selected Tenderer within 21 days of issue of the Letter of Acceptance (LOA) by BMRCL to render desired services under the Contract shall execute the Contract Agreement only with BMRCL.

	B. All members of the Consortium should have been registered in India as per Indian Laws. C. At least one member of Consortium shall comply with all the conditions of this Contract.

3.3 MINIMUM ANNUAL TURN OVER AND WORK EXPERIENCE:

Clause No.	Clause	Criteria	Documents to be submitted
a) Financial Eligibility			
1	Annual Turnover	Annual financial turnover for Two (02) financial year out of last five (05) Financial year (FY) shall not be less than Rs.18.10 Cr (Based on the information as given in Annexure-5)	Tenderer (s) should produce a copy of audited balance sheet or annual report duly certified by the chartered Accountant (2019-20, 2020-21,2021-22,2022-23 and 2023-24)
2	Liquid assets	Working capital / Liquidity and Banker reference (Net cash flow) of the tenderer during last Audited financial year should be ≥ INR 2.26 Cr. (Based on the information as given in Annexure-5).	Banker's certificate as per Annexure-25
3	Profitability	Profitability: Profit After tax (PAT) should be positive in any two years, out of last five consecutive audited financial year ending 31.03.2024 /31.12.2024 (as the case may be) (Based on the information as given in Annexure-5).	Profit and loss Statement
4		The Net worth of the Tenderer, calculated as defined in should be positive for the last financial Year.	Audited Financial Report for Last Two (02) Years
b) Work Experience			
1.		The Tenderer must have completed similar works in last 5 Years (2020-21,2021-22,2022-23,2023-24 and 2024-25) in any Metro Rail (All supporting documents to be attached). i) The Tenderer must have executed a Contract for at least one (01) year with a deployment of atleast a minimum of 137 Train operators per day. ii) The Tenderer should have	All documentary proof of such similar works done along with satisfactory performance report from the end customersto be enclosed along with the Qualification Cum Technical Package as Annexure 3.

		successfully completed: a) At least One (01) single similar work costing not less than Rs.7.24 Crores. Or b) At least Two (02) similar works each costing not less than Rs.4.52 Crores. Or c) At least Three (03) similar works each costing not less than Rs.3.62 Crores. **Note:** 1) The definition of similar work is: *"Metro Train Operation".* 2) Works like only Train Cleaning / Train Washing and Housekeeping services/Train maintenance shall not be treated as Train Operations. 3) Completed work means either fully completed & paid or if ongoing work, then the value of completed portion of work as on 28 days and paid till 31.12.2024 / 31.03.2025.	In case the Tenderer is a Metro Rail Operator,. Such tenderer should have at least 2 years metro operation experience of having deployed Train Operations
2	Litigation/ Arbitration / Debarment/ Blacklist. And No. of Contracts in which the Tenderers went in for Arbitration Litigation Blacklist Debarment	a) A signed statement indicating details viz., Name of the Contract, Name and address of the Client, Year of Contract Award, Contract sum and current status in each case. b) Nil Declaration from the Tenderer that there is no litigation / arbitration/ debar/ blacklist case against the Tenderer as per Annexure-23.& 26	

Note:

i. In case of Joint venture /Consortium/Partnership, at least one of the partners/members should have required work experience as above.

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SECTION – 4

SCOPE OF SERVICES

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SECTION – 4

SCOPE OF SERVICES

1. General (Scope of services)

The scope covers the provision of Metro Train Pilots (MTP), Train Operation Supervisors and Train Operation Manager for operation of Metro train services on Reach-5 , Reach-6 and Depots as per as Time Table as prescribed by the BMRCL and as per prescribed stipulations & conditions mentioned in this Tender Document. Metro Train Pilots (MTP) shall follow the instructions of Traffic controllers for train movements on main line and Depot controller's instructions for movement of trains in the depot.

1.1 Timetable:

(a) The timetable will provide the schedule of train departure from Depot to Main line for passenger service, arrival time and departure time of each trip at terminal stations, schedule of withdrawal / Induction of the train at terminal stations& depot etc.

(b) Timetables will generally be generated for Weekdays, Sundays and Holidays etc. This timetable will be shared normally with contractor in advance of 15 days if any changes made in timetable due to operational or administrative reasons, the same will be intimated at a short notice.

(c) During failures/emergency situations, Train Operation personnel shall carry out duties prescribed in the Metro Railways General Rules, Metro Railways O&M Act, Train Operation Manuals etc. and other instructions issued by BMRCL from time to time.

1.2 Duties of Metro Train Pilot (MTP):

(i) Metro Train Pilot (MTP) shall synchronise his/ her watch with BMRCL master clock to operate the train services as per timetable.

(ii) Metro Train Pilot (MTP) shall not take or use any alcoholic drink, sedative, narcotic or stimulant drug or preparation within eight hours before the commencement of his duty and during the duty.

(iii) Before Sign 'ON' & Sign 'OFF', the Metro Train Pilot (MTP)must undergo alcohol Breathalyzer test available at crew control office / stations.

(iv) Metro Train Pilot (MTP)should possess thorough knowledge and comply with the stipulations in the following documents during their course of work. The documents will be taught in the respective training.

(1) Metro Railways O&M Act.

(2) Metro Railway General Rules

(3) Operations Manual.

(4) Disaster Management manual

(5) Standard Operating Procedures of Metro Train Pilots (MTP).

(6) Special Instructions for Metro Railway General Rules.

(7) Any other circular/notification/instruction issued by BMRCL from time to time.

(8) Metro Train Pilot (MTP)shall always be in possession of the following:

(a) Metro Railway General Rules.

(b) Current working Timetable

(c) Operating and troubleshooting manuals of concerned rolling stock

(d) Competency Certificate

(e) Torch light (Tricolour)

(f) Tool Kit (Pliers only)

(g) First Aid Kit

(h) Memo Book

(i) MTP Inspection Book

(j) ATP Troubleshooting Manual

(k) Two pairs of Spectacles (If required and allowed in BMRCL rules)

(l) Flag- Red & Green.

(m) Private Number Book (communication between OCC/Depot/SC/TC)

(n) Breathalyzer pipe

(o) Tetra Handset

(9) Metro Train Pilots (MTP)should drive Trains safely and maintain punctuality of train services.

(10) Metro Train Pilot (MTP)shall be responsible for safety of passengers on their train and operation of his train. However, he shall not be responsible for safety of passengers due to fault of rolling stock/signalling /power supply & other systems.

(11) The Metro Train Pilot (MTP) should exercise utmost vigilance during boarding and de-boarding of passengers at Stations. They should ensure that no passengers/ their clothing/ belongings are trapped between the train doors/ platform screen doors.

(12) The Metro Train Pilot (MTP) shall pay immediate attention and obey every signal. They shall always be vigilant and cautious and keep sharp look out.

(13) The Metro Train Pilot (MTP) shall not operate the train at higher than the maximum authorized speed.

(14) The Metro Train Pilot (MTP) shall be alert for different rail conditions and shall exercise extra care when operating in areas which may be affected by grease, oil, water or other substance which could cause running rails to become slippery and shall adjust the train speed accordingly.

(15) When closing the Train Doors, the Metro Train Pilot (MTP)should observe the platform end as far as practicable and prevent the closing of doors without striking boarding passengers.

(16) When opening the Train doors, the Metro Train Pilot (MTP)should be more cautious to open only the platform side door and not the wrong side doors.

(17) if a passenger emergency intercom is operated in the train, the Metro Train Pilot (MTP)shall try to establish voice communication with the location by intercom or public address, and he shall try to establish the reason for the operation of intercom but, unless there is clear and immediate danger to the train & its passengers, he shall continue to the next station before taking action.

(18) The Metro Train Pilot (MTP)shall inform on radio the Traffic Controller in the Operation Control Centre and Station Controller of the Station at which the Train Stops about operation of the passenger emergency call. In case of no passenger response for operated emergency call, the Metro Train Pilot (MTP)can reset passenger emergency call with the approval of Traffic Controller.

(19) In case of poor visibility, rendering the sighting of signals difficult, the Metro Train Pilot (MTP)shall advise the Traffic Controller and proceed in accordance with special instructions.

(20) In case of any unusual occurrence on the line, the Metro Train Pilot (MTP)will also report in writing to the Train Operation supervisor or any other designated authority authorised by the BMRCL.

1.3 Uniform

Contractor shall provide at his cost, the uniforms to the Metro Train Pilots (MTP)as per following paragraph. The contractor will get the sample of all items approved by BMRCL.

1.4 Specifications of Uniform

(i) **Shirt**: 67:33 polyester and cotton. Reputed Brands: viz., Raymond, Mafatlal, Siyarams, Vimal etc., half sleeve. Contractor & BMRCL logo to be embedded on the upper portion of the pocket. Periodicity: 4 Shirts once in two years.

(ii) **Trouser:** 75:25/70:30 polyester and cotton, Reputed Brands: viz., Raymond, Mafatlal, Siyarams, Vimal etc., Periodicity: 3 Trousers once in 2 years.

(iii) **Shoes:** Double density sole for high durability and flexibility, antistatic shock absorption and abrasion resistance, cleated out sole, with wider clits for higher grip. Material: Leather, Colour: Black, Periodicity: 1 pair every year. Brands: Bata, Liberty, Woodland etc.,

(iv) **Necktie**: Poly-silk with Contractor & BMRCL logo printed, with a Clit or push button hold beneath the collar. Periodicity: 2 Neck Ties every year.

(v) **Cap:** Should have adjustable hook and loop, strap for a comfortable fitting. Shrink resistance, Fine finish, Skin friendly, Hand washable, durable and long life. Periodicity: 2 Caps every year.

(vi) **Coat/Winter Coat: - Black Coat or sweater / Jacket (as decided by BMRCL)** with Contractor & BMRCL logo printed

Note: The source and the colour of the uniform shall be got approved by BMRCL.

(a) Uniform should be comfortable for Bangalore climate,

(b) The BMRCL logo shall be more prominent than the Contractor's logo.

(c) Tie colour should be in contrast with uniform colour.

(d) Name plate of the Metro Train Pilot (MTP)shall be provided.

(e) Uniform cloth shall be wrinkle free.

(f) Comfortable fitting so that Metro Train Pilot (MTP)looks smart.

(g) For Woman Metro Train Pilot (MTP), uniform will be same as that of men.

In addition to the uniform, following items shall be provided to each Metro Train Pilot (MTP).

(vii) Kit Bag: Made of leather with three full compartments with a holder on the top. It should have black colour with copper sulphate retro reflex. The items in the Kit Bag shall be initially provided by BMRCL. However, availability of all Kit items in good condition shall be ensured by repair/ replacement, if required, by the Contractor.

(viii) Raincoat: Brand: Duck back, made of 100% polyester fabric, packable and light weight. Sealed to prevent water from seeping in. water resistance, fine finish with two spacious hand pockets having flaps.

(ix) Torch: Tricolor LED, Rechargeable.

1.5 Breath Analyzers

The provision of Breath Analyzers shall be part of contractor's scope and same shall be provided at crew control office, Terminal stations & depots to conduct breath analyser tests for Metro Train Pilot (MTP)s before sign on and sign off.

1.6 BMRCL Audit:

(i) BMRCL will perform random, periodic or continuous audits to ascertain the quality of Metro Train Pilots (MTP)to the expected levels.

(ii) The contractor will be penalized for the non-conformances observed during the audit.

(iii) The contractor should strive to exceed the expectations of BMRCL through continual improvement of methods and practices.

(iv) BMRCL reserves the right to instruct the contractor to increase manpower for improving the safety & quality of train operation. If the contractor is not able to perform train operation service to the satisfaction of BMRCL even after deploying the maximum manpower, the contract will be terminated after giving three months prior notice. In this case the contractor's performance bank guarantee will be forfeited.

1.7 Interface

Contractor is required to interface with OCC (Operation Control Centre) DCC (Depot Control Centre) and Operation department of BMRCL on day-to-day basis for smooth functioning of Train operation services for BMRCL.

1.8 At the end of contract period or termination of contract, all the equipment, software/ data, train operation manuals, procedures and guidelines etc. or any other items belonging to BMRCL shall be handed back in good condition. If any shortcomings found, the BMRCL shall take necessary action / raise recovery as suitable.

2 TRAIN OPERATION PLAN

2.1 **Main Line: -**

2.1.1 **Salient Features: -**

i. Running of revenue services for 20 hours of the day (5 am to past midnight) with a station dwell time as defined and service trials during non-revenue hours as per requirement.

ii. Scheduled speed for this corridor has been taken as 34 Kmph.

2.1.2 **Train Formation**

R5 Span consists of total 15 train sets with a composition of 6-Cars, out of which 14+1 trains will run to meet the traffic demand with a headway of 5.3 minutes during peak hours and 8 minutes during non-peak hours.

R6 Span consists of total 23 train sets with a composition of 6-Cars, out of which 19+4 trains will run to meet the traffic demand with a headway of 4.5 minutes during peak hours and 8 minutes during non-peak hours.

2.1.3 **Composition: -**

DMC : - Driving Motor Car.
MC :- Motor Car.
TC : - Trailer Car.

6-car train composition: DMC+TC+MC+MC+TC+DMC.

2.1.4 **Stabling Plan**

A. Reach-5 (R V Road to Bommasandra)

Stabling of rakes are dynamic in nature to meet the traffic requirement. However, the following are tentative.

(i) **Appx. 10** rakes in stabling lines/inspection bay of Hebbagodi Depot.
(ii) **Appx. 5** rakes at mainline stations as required for operations.

B. Reach-6 (Gottigere to Nagavara)

Stabling of rakes are dynamic in nature to meet the traffic requirement. However, the following are tentative requirement.

(iii) **Appx. 17** rakes in stabling lines/inspection bay of Kottanuru Depot.
(iv) **Appx. 6** rakes at mainline stations as required for operations.

2.1.5 **Crew Control Rooms**

Initially Crew Control Rooms will be provided by the BMRCL at Bommasandra/ Hebbagodi and Gottigere/ Nagavara stations for R5 & R6 respectively as per requirement. However, Crew Control Rooms will be shifted after extension or as per need. The existing furniture's, Computer, printer, breath analyser, telephones, water cooler, oven, fridge, dining table, Metro Train Pilot (MTP) tools, etc. at the Crew Control office will be provided by the BMRCL. However, the same shall be maintained (including repairs, if required) by the Contractor. The books & forms required for Train Operation duties shall be arranged by contractor. Electricity and water charges will be borne by the BMRCL. No rent will be charged for Crew Control Rooms from the Contractor. If any additional items are required for train operation services, the cost of the same shall be borne by the contractor and will not reimbursed by BMRCL.

2.1.6 **Train Frequency**

For Reach- 5 During peak hours (from 08:00 Hrs to 12:00 Hrs and from 15:00 Hrs to 20:00 Hrs) the headway of 6-Car train drops to 5.3 minutes and during non-peak hours it gradually changes to 5.3 minutes and 20 minutes. Thus, the total number of round trips will be between 150-250 trips per day. This figure is dynamic as variation will be based in the actual ridership.

For Reach- 6 During peak hours (from 08:00 Hrs to 12:00 Hrs and from 15:00 Hrs to 20:00 Hrs) the headway of 6-Car train drops to 4.5 minutes and during non-peak hours it gradually changes to 4.5 minutes and 20 minutes. Thus, the total number of round trips will be between 150-250 trips per day. This figure is dynamic as variation will be based in the actual ridership.

2.2 Depot movements:

2.2.1 **Scope**: - The train operation shall be carried out within the depot and between depot and main line duties as prescribed for induction / withdrawal of train sets as per the duty roster given by train operation department / Rolling stock department.

2.2.2 The train operation shall be carryout train set movements for induction, withdrawal between main line &Depot as per the instructions of Operation Control Centre (OCC) /Depot Control Centre (DCC).

2.2.3 The cost for internal mobilisation of Metro Train Pilots (MTP) by means of road vehicle to meet the operational requirement shall be borne by the Contractor.

3 SYSTEM PARTICULARS

3.1 Brief Introduction: -

R5 Span consists of total 15 train sets with a composition of 6-Cars, out of which 14+1 trains will run to meet the traffic demand with a headway of 5.3 minutes during peak hours and 8 minutes during non-peak hours.

R6 Span consists of total 23 train sets with a composition of 6-Cars, out of which 19+4 trains will run to meet the traffic demand with a headway of 4.5 minutes during peak hours and 8 minutes during non-peak hours.

3.1.1 The two corridors are facilitated with two rolling stock maintenance depot respectively. for schedule and unscheduled attention of train sets. The train operations shall be carried out within the depot for placement of train sets at different locations.

3.2 The stations / Jurisdiction over which Train operations staff normally will work:

Reach-5 (Yellow Line)		
Sl.	**Station Name**	**Type**
1	R V Road	Elevated
2	Ragigudda Temple	Elevated
3	Jayadeva	Elevated
4	BTM Layout	Elevated
5	Silk Board	Elevated
6	HSR Layout	Elevated

7	Oxford College	Elevated
8	Muneshwara Nagar	Elevated
9	Chikkabegur	Elevated
10	Basapura Road	Elevated
11	Hosa Road	Elevated
12	Electronic City 1	Elevated
13	Electronic City 2	Elevated
14	Huskur Road	Elevated
15	Hebbagodi	Elevated
16	Bommasandra	Elevated

3.3 The stations / Jurisdiction over which Train operations staff normally will work:

Reach-6 (Pink Line)		
Sl.	**Station Name**	**Type**
1	Gottigere	Elevated
2	Hulimavu	Elevated
3	IIMB	Elevated
4	J P Nagara 4th Phase	Elevated
5	Jayadeva	Elevated
6	Swagath road	Elevated
7	Dairy Circle	Underground
8	MICO Bosch	Underground
9	Langford Town	Underground
10	Vellara Junction	Underground
11	M G road	Underground
12	Shivaji nagar	Underground
13	Cantonment Railway	Underground
14	Pottery Town	Underground
15	Tannery Town	Underground
16	Venkateshpura	Underground
17	Arabic College	Underground
18	Nagavara	Underground

4 Salient Features:

Reach 5, the Standard Gauge of 1435 mm is used. The total Route length of R5 is **18.8** kms, With all elevated Stations. The traction power supply system will be 750 VDC through third rail.

Reach 6, the Standard Gauge of 1435 mm is used. The total Route length of R6 is **21.25** kms, With 12 Under Ground Stations. The traction power supply system will be 750 VDC through third rail.

4.1 Signalling, Telecommunication and Train Control

(a) Type of Signalling: 'CATC' (Continuous Automatic Train Control System) having UTO(Unattended Train Operation), ATP (Automatic Train Protection), ATO (Automatic Train Operation) and ATS (Automatic Train Supervision) sub-systems using Communication based Train control system.

(b) Telecommunication: -

(i) Integrated System with Optic Fibre cable, SCADA, Train Radio, PA system etc.

(ii) Train information system, Control telephones and Centralized clock system.

(c) *Train* Control /Operating Modes:

The Train Control and Signalling System shall include the following modes of train operation.

(i) UTO mode

(ii) ATO Mode

(iii) ATP Mode

(iv) Restricted Manual Mode

(v) Cut out Mode

4.2 Metro Train Details

The Trains currently configured in 6 car rakes which will consist of two driving motor cars, two trailer cars and two motor cars. Notwithstanding the configuration of the Trains, each motor car and trailer car is equipped with Public address system, Interior and Exterior passenger Information system, Cab to Cab communication, Passenger emergency intercoms, Diagnostic monitoring systems, event recorder, Video surveillance (CCTV) camera inside passenger cars.

4.3 Communication Facility:

Metro Train Pilots (MTP)shall be given a Tetra Handset which shall be used by all Metro Train Pilots(MTP)for Communicating with OCC and Station Controller.

5. DEPOT LAYOUT –

5.1 Hebbagodi DEPOT

a. **Hebbagodi** depot (HBGD) is located between chainage 1684.8 Km and chainage 18087.3Km it is situated between Hebbagodi station and Bommasandra Station.

b. The depot serves as a maintenance hub with full workshop facility for R5 corridor.

c. The Depot facilitates parking, cleaning and maintenance of the trains and ensures safe and punctual daily service. It also ensures the availability of trains in enough to ensure Yellow line fleet.

The following are different lines for parking, cleaning, re profiling and other special works on Train sets.

- IBL
- Repair bays

- Under floor washing track
- Pit wheel lathe line
- ETU workshop lines
- Engineering siding
- Stabling lines

5.2 Kottanuru DEPOT

a. **Kottanuru** depot (KTND) is located between chainage 662.2 Km and chainage 1722.3Km it is situated between Gottigere station and Hulimavu Station.

b. The depot serves as a maintenance hub with full workshop facility for R6 corridor.

c. The Depot facilitates parking, cleaning and maintenance of the trains and ensures safe and punctual daily service. It also ensures the availability of trains in enough to ensure Pink line fleet.

The following are different lines for parking, cleaning, re profiling and other special works on Train sets.

- IBL
- Repair bays
- Under floor washing track
- Pit wheel lathe line
- ETU workshop lines
- Engineering siding
- Stabling lines

6. SYSTEM PARTICULARS

The R5 Line, part of Phase-2 of the Bangalore Metro Rail Corporation Limited project, spans **18.8 kilometers** from **R V Road to Bommasandra**, with Interchange station at Jayadeva.

The R6 Line, part of Phase-2 of the Bangalore Metro Rail Corporation Limited project, spans **21 kilometers** from **Gottigere to Nagavara, with Interchange station at Jayadeva & M G road Station.**

7. COMMUNICATION FACILITY:

7.1 Each train will have train radio in addition to TETRA HANDSET provided by BMRCL, which shall be used by all Metro Train Pilot(MTP)for official Communication with OCC and Station Controller.

7.2 Train hours' calculation details:

Total Train Hours in a month will be calculated from total Train Hours (Passenger train operation hours+ Testing train operation hours+ Induction / Withdrawal/Depot movements of train operation hours etc.) operated by Metro Train Pilot (MTP)as per operation requirements of BMRCL.

Train Hours shall be derived from the time between Login IN and Log OUT of Metro Train Pilot(MTP)CAB system of each train operated by Metro Train Pilot(MTP) for the period of calculation.

8. LABOUR LAWS, PROVIDENT FUND etc.

8.1 The Contractor shall obtain all legal licenses and approvals before the commencement of Work; otherwise the contract shall stand cancelled.

8.2 CVs of the personnel to be deployed for BMRCL contract should be submitted to BMRCL for approval. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the contractor which shall contain the following information but not limited to:-

i. Name in full
ii. Father"s name
iii. Date of Birth
iv. Gender
v. Present Address
vi. Permanent Address
vii. Educational Qualification
viii. Relevant work experience
ix. Whether any antecedents of Police cases (Police verification certificate to be enclosed).
x On top of every CV, the proposed category is also to be indicated.

8.3 The Contractor shall comply with the provisions of all labour legislation's including the requirements of:

i. The Contract Labour Act, 1970
ii. Minimum Wages Act 1948
iii. Weekly Holidays Act 1942
iv. Prevention of Child Labour Act 1986 (No child labour shall be employed by the Contractor)
v. The Payment of Wages Act, 1936
vi. Hours of employment Regulations
vii. The Workmen's Compensation Act, 1923
viii. The EPF Act
ix. The Bonus Act
x. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

And any other Acts, Rules, Regulations or Statutes, which are in force or which are to be passed by both the Central Government and State Government of Karnataka.

8.4 The Contractor shall enforce the provisions of Scheme with regard to all his employees involved in the performance of this Contract and shall deduct employees contribution from the wages of each of the employees and shall deposit the same together with his own contribution of such total wages payable to the employees in the appropriate account.

For the individual staff salary exceeding the ESI wage limit, the staff should be covered under Medical / Health insurance for self and dependents and also accidental insurance / group insurance at contractor cost.

8.5 The Contractor should comply with the provisions of the Employees Provident Fund Act.

They should promptly deposit P.F. deduction of the eligible employees. For this purpose, the agency must submit a certificate every month that PF amount has been deducted from the eligible employees and has been deposited with R.P.F.C. In support of this, the agency must furnish the challan / receipt for the payment made to RPFC, along with list of employees who are covered while submitting the Bills for payment to BMRCL.

8.6 The Contractor has to maintain record of all details called for by EPF organization for the labour employed by them and has to submit the same at any time if called for.

8.7 All liabilities like Salaries, wages and other statutory obligations in respect of the persons engaged by the Contractor shall be borne by them. The Contractor shall take necessary steps to cover its employees under the above said enactments and shall submit proof of such compliance to BMRCL periodically or at any date upon such request, as may be made by BMRCL.

8.8 The staff engaged by the Contractor, shall at no stage have any claim for employment in BMRCL. This fact should be incorporated in their appointment letter issued by the Contractor.

8.9 In the case of delay/default in payment of contribution under EPF Scheme, besides the recovery of the amounts due by the Contractor towards their contribution, penal interest and / or damages as may be levied by the PF Authorities, a **penalty of 20%** of the above amount would also be levied and recovered from their Security Deposit. In the event of cessation of the Contract due to any reason whatsoever, the Security Deposit shall be refunded only after due satisfaction as regards the above payments.

8.10 The Tenderer shall produce certificate of Registration from the Department of Labour for engaging Contract Labours.

8.11 If the staff salary is exceeding the ESI scheme eligibility limit, then the staff need to be covered with medical insurance and accidental insurance, which shall be valid at all times during the period of Contract. In the case of default in having a valid Insurance, a **penalty of 20%** of the default value shall be levied and recovered from their Security Deposit

9. INJURY TO PERSON / PASSENGERS

The Contractor shall be solely liable for and shall indemnify BMRCL in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation in respect of personal injury to or the death of any person/passenger whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate Insurance cover in respect of such risks and shall furnish BMRCL with a copy of the insurance policy.

10. DUTIES OF MANAGER

10.1 Responsible for planning training & deployment of train operator and Crew Controller.

10.2 Study and have the thorough knowledge of Rules, Train operating procedures, manuals and train operation related circulars and instructions of BMRCL issued from time to time.

10.3 Shall act as an interface between the operating department of BMRCL and Train Operation staff and convey the information / instructions related to Train Operations through circulars / Standing Order Book (SOB) or displaying on the notice board at crew office.

10.4 Ensure satisfactory train Operation services as per Operational requirements of BMRCL.

10.5 Certify the monthly train hours operated and reconcile the same with BMRCL official before submission of bill / invoice.

10.6 Shall conduct periodical & surprise inspections to evaluate quality of train Operation service, Train Operator's performance, safety consciousness, knowledge of rules, procedures and their adherence etc.

10.7 Train operator if in case leave for more than 15 days & within 90days then the train operator need to be given route learning to refresh his/her road knowledge and has to provide the refresh course / counselling on modifications/changes done during his/her absence period. On satisfied performance evaluation Train Operator shall be allowed to drive the train for passenger service.

10.8 Train operator if in case leave for more than 3 months, a refresher course, route learning and updates shall be briefed by Crew Controller and on satisfied performance shall report to Manager - Train operation. Then based on evaluation of Manager - Train operation, the train operator shall be allowed for passenger service.

Note: *Not limited to above, any other Instructions issued by BMRCL authorities from time to time regarding the duties & responsibilities of the Manager - Train operation, Assistant Manager, Crew Controllers & train operators should be strictly adhered.*

11. DUTIES OF CREW CONTROLLER

11.1 Prepare and manage rosters for Train operators

11.2 Ensuring sufficient rest given to train operator between two consecutive duties and also ensure provision of weekly Rest to the Train Operators.

11.3 Ensuring Train operator availability as per duty roster and to manage Train Operations in case of any Train failure resulting in deviation from normal roster.

11.4 Maintain and verify the data of Train Hours service on weekly basis.

11.5 Shall brief the newly joined Train operators about the rules and procedures to be followed, monitor the performance of Train operator and counsel them if required.

11.6 Fault Report/Fault Log informed by Train operator shall be recorded and maintained at Crew Control office and communicated to BMRCL on daily basis. Report on breath analyser test carried by train operators are to be maintained at crew office and shared with BMRCL.

11.7 In case any Train operator remains leave for maximum 15 days for any reason and then join the duty, the Crew Controller shall first counsel the Train operator, for his/her knowledge with respect to rules and procedures related to train operations, along with any modification/changes done during his/her absent period. After Crew Controller gets satisfied with the performance/confidence of the Train Operator then the operator shall be allowed to passenger train operation.

11.8 Crew Controller shall prepare the reports of their inspections, counselling, observations such as the area in which the Train operator needs improvement either by class room training or by more counselling.

11.9 The train Crew Controller and Manager – Train Operation shall keep a record of train operators of the habit of frequent slippages and wrong operational habits and keep a continues vigil and check on these kind to prevent further recurrence.

12. HAND BACK

At the end of the contract period or termination of contract, all the equipment's, software / data, train operation manuals, procedures & guidelines etc. or any other items belonging to BMRCL shall be handed back in good condition. If any shortcomings found, then BMRCL shall take necessary action / raise recovery as suitable.

13. Performance Levels of KPI:

13.1 The scope of work shall be subjected to monthly surprise audits by BMRCL or by Authorized Agencies / Personnel authorized by BMRCL. The audit will be for the complete locations as specified in the scope of work above. The key parameter on which audit shall be based is as per Clause 13.4. The list of parameters is only indicative and not exhaustive. BMRCL will update the list of audit parameters during the course of operation services and the same will be notified to contractor before subsequent audits

13.2 The personnel will identify improvements that shall positively impact Key Performance Indicators (KPIs) through evidence-based analysis, review of incidents, staff suggestions and other possibilities. Any performance improvement plans, their implementation and impact monitoring shall be shared with BMRCL for the approval.

13.3 Audit shall be conducted every month on any date by BMRCL in the billing period. In addition to this, a surprise inspection in daytime or night-time shall also be conducted in the workplace.

13.4 Contractor shall refer the evaluation criteria for each KPI points as given in below table:

SI NO	Key Performances Indices & its measurement	Expected Performance and score	Weightage	Minimum Marks
1	Total Train Trips delay due to Train Operator / Staff reasons to the total trips operated during the billing period.	If No. of trips delay (5min. & above) is Less than or equal to **0.03%** (rounding) If No. of trips delay (less than 5 min.) is less than or equal to **0.08%** (rounding)	**20 marks** **10 marks** **Total 30 marks**	**24 marks**
2	Trips cancelled due to Train Operator / staff reasons to the total trips operated during the billing period.	No of trips cancelled is Less than or equal to **0.02%** (rounding) If the score obtained in less than the expected performance mentioned above, then proportionally the score shall be reduced.	**20 marks**	**16 marks**
3	Minor Incidents like	**Less than or equal to 5**	**30 marks**	**24 marks**

	train door not opened, incomplete boarding / de-boarding, Announcements not played etc. resulted in passenger inconvenience due to Train Operator reason.	minor incidents per billing period. If the score obtained in less than the expected performance mentioned above, then proportionally the score shall be reduced.		
4	Maintenance of records (Duty Roster, Sign on & off register, Train Operator Trip Change, Request register, Crew Controller shift dairy, Counselling register etc) and updation related to train operations The List of records to be maintained shall be communicated by BMRCL from time to time	All records are to date. If records are not maintained properly, proportionally the score shall be reduced for the no of records not found updated out of total records.	**10 marks**	**8 marks**
	Deployment of TO by crew controller in times of unplanned movements warranted by BMRCL or during disruption in train service. (No. of train operators warranted to manage and actually deployed for each incident / requirement)	Rating (in %) of each incident managed by train operation team. The average score of total Incidents effectively managed is above 90%. If the score obtained is below the expected level, then proportionally the score shall be reduced.	**10 Marks**	**8 marks**

Total	**100 Marks**	**80 Marks**
X= Total Penalty for not achieving minimum score in any of the parameter mentioned above. (5 marks per parameter)		**X**
	Total Score	**80-X**

- The score obtained by the contractor against KPI and its details for the billing period shall be shared by BMRCL.
- Payment shall be done as per KPI score duly deducting Other penalties if any.

  Monthly Total Score of 90% and above : 100% payment
  Monthly Total Score of 85-89% : 95 % payment
  Monthly Total Score of 80-84% : 90% payment
  Monthly Total Score of 75-79% : 85% payment
  Monthly Total Score <75%: 50% payment

  a. Payment shall be processed as per KPI score and duly deduction of other penalties if any as per Contract.

  b. If the score is consistently below 75% for 3 consecutive months or for more than 6 months in a period of one year from the date of issue of LOA, then the contract will be subjected to termination.

  c. The contractor must implement biometric based attendance system at all stations, OCC & DCC in which the prescribed services is to be undertaken.

  d. An App to record audit findings, performance and KPI score shall be developed and maintained to meet the contractual requirement at Contractor cost. Contractor shall obtain the approval of BMRCL before implementation of the app(system).

  e. Biometric attendance of the personnel shall be synchronised with the app.

  Non-development of app shall attract penalty of **Rs.50,000/-** per month starting from billing period up to 3 Months. If not developed in 3 months' time, BMRCL shall develop the app and cost of development and maintenance of the app shall be deducted from running bills

14 SECURITY & SAFETY MEASURES:

14.1 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be Held responsible for the action or inaction on the part of his staff /employees. A fine of Rs.5,000/- shall be imposed on the contractor plus recovery of cost of material in addition to police action against the delinquent employees if any employee of contractor is caught stealing BMRCL property. Decision of BMRCL shall be final.

14.2 Contractors" employees and representatives shall wear Identification Badges (cards), uniform, safety shoes and other safety/protection wear as directed by BMRCL, and they have to be provided by the Contractor. Badges shall identify

the Contractor and show the employee's name and employee ID /number and shall be worn at all times while on duty.

14.3 All vehicles used by the contractor shall be clearly marked with contractor's name & logo while entering BMRCL premises / BMRCL parking. Train Operation service personnel for duty shall be permitted to travel in metro to reach their work place and also park their vehicle at respective parking lot.

14.4 Contractor shall submit Police Verification Certificate of each employee and staff to BMRCL. In case the employee resigns or replaced by a new staff then the contractor needs to submit to BMRCL office about the details of new staff and police verification of replacements before induction in service.

15 CARRIAGE OF MATERIALS:

15.1 No materials belonging to the Contractor shall be carried in the Metro trains.

15.2 Modification in Scope of Work:

BMRCL shall have the right to propose and order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Scope of work (hereinafter called "Change"), provided that it is technically practicable. The change order shall be binding on the contractor to implement in reasonable time as specified in change order.

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SECTION-5

GENERAL CONDITIONS OF CONTRACT

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SECTION-5

GENERAL CONDITIONS OF CONTRACT

1.1. Definitions.

Unless the context otherwise requires, the terms capitalized and used herein or in any other document which is a part of the Contract and the terms set forth in this Clause 1, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

a) **"Applicable Law"** means any state, local, provincial, municipal, national or international or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, order, verdict, decree, proclamation, treaty, convention, rule, regulation, policy, permit, governmental approvals, ruling, guidelines, directive, notice, pronouncement, injunction, award, judgment, decree, requirement (licensing or otherwise), specification, determination, decision, opinion or interpretation that is then in effect by or under the authority of any government authority, in each case having the force of law, whether in effect on the Effective Date or thereafter, to which any of the Parties is subject.

b) ""**Change in Law**" shall mean the occurrence of any of the following events after the Effective Date, in India:

(i) The enactment of any new law;

(ii) The modification, repeal or re-enactment (other than a re -enactment which merely consolidates or codifies existing Applicable Law) of any existing Applicable Law;

(iii) the commencement of any Applicable Law which had not at the Effective Date yet entered into effect except to the extent such law was enacted prior to the Effective Date with a commencement after the Effective Date and such law takes effect on that commencement date without material amendment.

(iv) a change in the interpretation or application of any law by judicial or other authority (including a court, tribunal or any other governmental authority) having the authority to interpret or apply that law or any interpretation of any law by such authority which is contrary to the existing generally accepted interpretation thereof;

(v) a loss of any clearance or permit (or an amendment to a clearance or permit); to the extent that such Change in Law has a material adverse effect on the Contract Price by an amount exceeding the value set out in the Contract, provided that such event has not been caused due to the default or negligence of the Contractor.

c) "**BMRCL**" means the BANGALORE METRO RAIL CORPORATION LIMITED, a SPV established under Companies Act, 1956, acting through its Managing Director or any other officer nominated by the Managing Director and shall include its legal successors and permitted assigns.

d) "**Contract**" means and includes the Contract Agreement, the Letter of Acceptance, Scope of Work, General Conditions of Contract, Special Conditions of Contract, the Tender and Tender Documents, the Notice Inviting Tender, Instructions to Tenderers, the Schedules and Annexures, and such further documents which are listed in the Letter of Acceptance or Contract Agreement, or that may be executed or brought into force in connection with the Services.

e) "**Contractor**" means the individual, firm, company, corporation, joint venture or consortium whether incorporated or not, who has executed this Contract with BMRCL, and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.

f) "**Contract Performance Bank Guarantee**" shall mean the unconditional and irrevocable bank guarantee provided by the Contractor to BMRCL in terms of Clause 22 of GCC (*Securities*), Clause 2 of SCC *(Contract Performance Bank Guarantee)* and in the form provided in Annexure 8 of the SCC, to secure the performance of the Contractor till the completion of tenure of the Contract.

g) "**Contract Price**" shall mean the total sum specified in the Contract / Tender Documents which is to be paid to the Contractor by BMRCL for performance of all its obligations as per the provisions of the Contract, subject to such adjustments or deductions, as may be made pursuant to the Contract.

h) "**Corrupt Practice**" shall mean the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Contract.

i) "**Effective Date**" shall mean the date of execution of the Contract Agreement.

j) "**Engineer**" means such persons, or firm, as may be appointed from time to time by BMRCL and notified in writing to the Contractor to act as Engineer for the purposes of the Contract, or any nominated officer of BMRCL.

k) "**Fraudulent Practice**" shall mean misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.

l) "**KPI**" shall mean key performance indicator(s) as stipulated in Table 6.13 under scope of work as mentioned in the Tender Documents, which are audit parameters based on which BMRCL shall assess the performance of the Contractor and evaluate the applicable deductions from the payments payable to the Contractor.

m) "**Letter of Acceptance**" means the letter from BMRCL to the Contractor, conveying acceptance of the Bid submitted against the BMRCL Tender, subject to any modifications agreed to between the parties.

n) **"Materials"** means all equipment, components, fittings and other materials including raw materials required by the Contractor to render the Services.

o) **"Tax"** shall mean and include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of indirect tax or direct taxes and whether or not imposed at the federal, state, municipal or any other level.

p) **"Tender or Bid"** means the offer made by Tenderer / Tenderer for rendering of the Services.

q) **"Tender Documents"** means all documents whether containing words, figures or drawings, which are, before the delivery of the Contractor's Tender and for the purposes of this Tender, issued to him by or on behalf of BMRCL or embodied by reference in such delivered documents or specified therein as being available for inspection by the Contractor.

r) **"Tenderer or Tenderers"** means the individual, firm, company, corporation, joint venture or consortium submitting a bid / tender.

s) **"SCC"** mans the Special Conditions of Contract, forming part of the Contract.

t) **"Scope of Work"** shall mean the scope of work comprising of all points as elaborated in the Tender Documents, in accordance with which the Contractor shall render the Services to BMRCL.

u) **"Services"** shall means Train operation services to BMRCL as detailed in the Tender documents.

1.2. INTERPRETATIONS

a) All documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.

b) In case of any ambiguity or discrepancy, the person nominated by BMRCL shall issue the necessary clarifications or instructions to the Contractor.

c) Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.

d) Headings are for the purpose of reference only and shall not be used in the interpretation or construction of any clause.

e) Words incorporating the singular only shall also include the plural and vice - versa where the context requires. Words of any gender are deemed to include the other gender.

f) Reference to the words "include" "including" and "included" shall be construed without limitation.

g) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may be amended, supplemented or re - enacted from time to time (whether before or after the date of the Contract) and any reference to a statutory provision shall include any subordinate legislation

made from time to time under that provision.

h) The Contract is the result of negotiations between the Parties and has been reviewed by the Parties and their respective counsel. Accordingly, the Contract shall be deemed to be joint draft product of the Parties, and any rule of statutory interpretation interpreting agreements against a Party primarily responsible or alleged to be responsible for drafting the agreement shall not be applicable to the Contract.

i) In the event of conflict between a generic or a boiler plate clause contained in the Contract and a specific provision in the Contract dealing with the same subject matter, the contents of the specific provision shall supersede the generic or boiler plate clause.

2. SCOPE OF WORK

2.1. The detailed Scope of Work shall be as specified in the "Scope of Work, the Schedules, Annexures forming part of the Tender Documents. Unless otherwise specified in the Contract, the Contractor's obligations shall cover the supply of all Materials and the performance of all Services which are detailed in the Tender Documents.

2.2. The Scope of Work shall also include, but shall not be limited to, the provision of supervision, supply of experienced personnel having the requisite expertise for the purposes of performance of the Services.

2.3. Without limiting the ambit of this Clause, wherever the Contract describes any portion of the Services in general terms, but not in complete detail, the Contractor agrees that the Services shall include any incidental work, activities and services which may be inferred as required or necessary to complete and render the Services in accordance with the terms and conditions of the Contract as if such services, items and Materials were expressly mentioned in the Contract and BMRCL shall have no obligation or responsibility whatsoever with respect to the completion of the Services.

2.4. Except as otherwise expressly provided in the Contract, the Contractor agrees and acknowledges that the Contractor shall perform all its obligations and responsibilities under the Contract at its own risk, cost and expense.

3. CONTRACT PRICE

3.1 The Contract Price shall be the sum stated in the Letter of Acceptance as the Contract Price, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.

3.2 Unless otherwise provided for in the Contract, the Contract Price shall remain firm and shall not be subject to any alteration, except in the event of a change in the Services or as otherwise specifically provided in the Contract.

3.3 The Contractor shall be deemed to have satisfied itself as to the correctness

and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

3.4 The Contract Price shall be inclusive of the cost of necessary tasking, labour charges, cost of materials, loading and unloading charges and other charges, overheads, and all other costs as applicable for the performance of the Services.

4. PAYMENTS

4.1 The Contractor shall submit monthly invoices for the Services rendered to BMRCL by the Contractor in accordance with the terms of the Contract. The payment will be effected within 21 days of submission of the Invoices every month, after due deductions of all statutory payments, taxes, penalties and other deductions applicable as per the terms of the Contract and the Tender Documents including such deductions made on account of KPI score evaluations, as per the terms and conditions in this regard comprised in the SCC.

4.2 Tax deduction at source from each on- account progress bill shall be made by BMRCL as per the provisions of the statutes/acts of statutory bodies/local authorities etc. except when the Contractor, prior to release of payment, submits valid and complete documents for tax exemption.

4.3 The monthly Invoices shall be paid, only if it is accompanied by the proof of the following, but not limited to:

(a) The Contractor having paid due wages to all the workmen engaged in the provision of the Services during the previous month.

(b) The Contractor having deposited the contribution to PF, etc. with the concerned authorities for the previous month as per the relevant statutes.

(c) GST will be reimbursed by BMRCL on submission of proof for payment of the GST for the previous billing period by the Contractor.

(d) Disbursement of wages/ salaries to the personnel deployed by the Contractor:

i) The Contractor shall disburse the wages to all the personnel deployed under this Contract through Bank account i.e., by RTGS / NEFT preferably on or before 5th of the succeeding month. No cash payments shall be made. Details of salary paid wage record statements for each month to every employee through Bank to be submitted to BMRCL for records every month. The Contractor shall arrange to remit all statutory payments like PF & Professional tax, Insurance, GST etc., to the designated Statutory Authority along with the Contractor's portion of contribution, wherever applicable, at the applicable rates within the stipulated time limits. At no time shall the remittance of statutory payments be pending for more than two (02) months. The Contractor shall issue individual pay slips indicating all the details of payment made to the staff. Failure to issue pay slips to staff will result in penalty of Rs.

1,000/- (one thousand only) for each reported instance of non-receipt of pay slips. In the event of the Contractor committing default, the Company is entitled to recover or deduct from Contractor's bills to make statutory payments. The details of the wages paid to the staff have to be furnished every month to the employer.

ii) There shall be no deductions except statutory deductions like Insurance, PF, Professional Tax & such deductions permitted under section 7 of Payment of Wages Act, 1936 and other if any notified by GoK/GoI from time to time.

iii) The Contractor shall comply with all the provisions of all the relevant Labour laws as applicable and maintain proper records/ registers as required under the PF Act, and Contract Labour (R&A) Act as and when revised by the Government and other relevant enactments thereon. The Contractor shall furnish Indemnity Bond as per Annexure-9 before signing of the contract.

iv) The Contractor shall issue individual appointment orders furnishing the details of service for which they are engaged and the terms of their employment, including the rate of wage, rate of statutory remittances applicable and so on and shall maintain records there for, including date of joining and date of relieve etc. copies of appointment orders issued by the Contractor along with CV, photograph along with Police verification report and training certificate should be given to BMRCL for reference and records.

v) The Contractor shall maintain the acquaintance register, pay roll register and other relevant particulars of all the personnel deployed under this Contract. The Contractor shall issue wage /salary slip every month indicating Basic, Insurance, PF, Bonus, Leave with wages, NFH and Uniform allowance to all the personnel for whom wage /salary has been disbursed and submit a consolidated statement along with the invoices for reimbursement.

4.4 It is mandatory to maintain all statutory documents at any point of time and the documents and records should be made available for inspection by BMRCL officials or by any other official at any point of time.

4.5 The broad terms and conditions governing the making of payments by BMRCL to the Contractor shall be in accordance with **Clause 4.12.5, 4.23 & 4.24 of Scope of Work**, all of which forms part of the Tender Documents.

4.6 Every receipt of payment which may become payable, or for any performance guarantee amount which may become returnable to the Contractor, under this Contract, shall, if signed in the partnership name by anyone of the partners of a Contractor firm, or by a person holding a power of attorney, if the Contractor is a limited (private / public) company, be a good and sufficient discharge to BMRCL in respect of moneys or security

amount purported to be acknowledged thereby. In the event of death of any of the Contractor's partners during the period of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which BMRCL may hereafter have against the legal representatives of any deceased Contractor's partner , for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs/representatives of any deceased Contractor/partner interests.

4.7 BMRCL shall have lien over all or any moneys that may become due and payable to the Contractor under these presents, and / or over the deposit of Contract Performance Guarantee or other amount or amounts made under the Contract and which may become payable to the Contractor, under the condition in that behalf herein contained, in respect of any debt or sum that may become due and payable to BMRCL by the Contractor, either alone or joint with others, either under this Contract. And further, unless the Contractor pays and clears immediately on demand any claim of BMRCL, BMRCL shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents. Provided further that if the Contractor does not accept any such claim, the amount deducted shall be treated as having been withheld only till the claim is mutually settled or determined by the Arbitrator/s or by the competent court of law. The Contractor shall have no claim for any interest or damages whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.

4.8 The Contractor shall, whenever required by BMRCL, produce or cause to be produced for examination by BMRCL, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the performance of this Contract or relevant for verifying or ascertaining the cost of performance of this Contract or ascertaining the materials supplied by the Contractor are in accordance with the specifications laid down in the Contract. BMRCL's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Parties. If any part or item of the Service is allowed to be carried out by an assignee or any subsidiary or allied firm, BMRCL shall have power to secure the books of such assignee or any subsidiary or allied firm through the Contractor and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.

4.9 Actual train hours for billing shall be arrived from :

(a) Train hours for passenger services shall be calculated from First Log IN from Depot / Stabling location and till last Log out at pull IN or stabled location as per time table / actual operated.

(b) Trains taken as standby for operation purpose will be calculated from Train Operators sign on to sign off timings at the standby location as planned by OCC.

(c) For Train testing in non - revenue hours, the train hours shall be calculated from sign ON to sign OFF for the activity which may start from Depot / stabling till the activity is completed and duly certified by concerned team availed block for testing.

4.10 Billing shall be monthly and billing period shall be from 1st of previous month to 30th of previous month. Invoice for same shall be submitted on or before 05th of the current month.

4.11 Train Hours operated for the billing period shall be shared by BMRCL. On acceptance of the same, contractor shall raise invoice accordingly, in case of any discrepancies/observation notified and reported by the contractor, the same shall be verified at BMRCL end and invoice shall be raised by Contractor for the train hours as mutually agreed and certified by both BMRCL & Contractor.

4.12 The following are the minimum required supporting documents to be submitted along with invoice.

a. Train Hours Break Up date wise and train wise shared by BMRCL.
b. Consolidated Train Operation Hours (for all train movements operated for BMRCL during the billing period).
c. GST payment receipt.
d. Form GSTR 1 (details of outward supplies of goods or services)
e. Form GSTR - 3B
f. EPF contribution Electronic Challan Cum Return (ECR) of previous month with details of EPF paid members wise.
g. Penalty recovery if any raised by BMRCL for the billing period.
h. Salary credit statement of all staffs deployed for BMRCL Services.

5. TAXES AND DUTIES

5.1 The Contractor shall bear and pay the applicable Taxes in connection with the Services and the Contract in accordance with the Applicable Laws (**"Contractor Taxes"**). Notwithstanding any other provision to the contrary in the Contract, BMRCL shall not be or become liable to pay or otherwise be responsible for the payment of the Contractor Taxes.

5.2 BMRCL shall reimburse GST to the Contractor, as invoiced and as applicable as per Law. In the event of a Change in Law pursuant to which the taxes

payable by BMRCL to the Contractor (for ex: GST) undergoes revision, then BMRCL shall reimburse such revised taxes to the Contractor.

5.3 The Contractor shall be responsible for all procedural compliances related to the payment of Contractor Taxes under the Contract and shall solely be responsible for any proceedings initiated by any governmental authority, in respect of any non-payment, short-payment, non- compliance, penalty, interest or other such issue, and for all liabilities and expenses related to such proceedings.

6. WITHHOLDING PAYMENT

6.1. BMRCL may withhold the whole or part of any payment for the Services that may be claimed by the Contractor under an Invoice, which in the opinion of BMRCL is necessary to protect BMRCL from loss on account of:

(a) deficiency in the Services rendered by the Contractor;
(b) claims filed against the Contractor;
(c) failure by the Contractor to make payments for materials or labour employed by the Contractor;
(d) damage caused to any other contractor or BMRCL'

6.2. When the grounds for withholding of any payment due is cleared / rectified, BMRCL shall make payment of the amounts due to the Contractor.

7. SET OFF

All costs, damages or expenses which BMRCL may have paid, except which are covered by liquidated damages, and for which, the Contractor is liable under the Contract, shall be payable by the Contractor to BMRCL. All such claims shall be billed by BMRCL to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate documentation, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of the corresponding bills/invoices from BMRCL and if not paid by the Contractor within the said period, BMRCL may then deduct the amount, from any money due or becoming due to the Contractor under the Contract or may be recovered by actions of law or otherwise.

8. DOCUMENT SUBMISSION FOR RELEASE OF FINAL PAYMENT

The Contractor shall submit 'No claim Certificate' on an appropriate stamp paper for release of final payment.

9. MODIFICATIONS TO SCOPE OF SERVICES / WORK

9.1 Not Used
9.2 Not Used
9.3 Not Used

9.4 **Variations:**

9.4.1 BMRCL reserves the right to vary the Tender quantity in terms of the 'projected Train hours' or 'manpower' or 'tenure of the Contract' up to (+/-) 25% of the Contract value.

9.4.2 Such variations in the Contract value shall be paid as per the actual operated train hours for the billing period.

10 CONTRACTOR'S OBLIGATIONS & COVENANTS

10.1 The Contractor shall commence the Services as soon as is reasonably possible after the receipt of a notice to this effect from BMRCL, within the time limit as specified in the "*Instructions to Tenderers*". Thereafter, the Contractor shall proceed with the Services with due expedition and without delay.

10.2 BMRCL is desirous of executing and implementing the Services, and the Contractor has agreed to provide procurement and supply of Materials and personnel for the purposes of rendering the Services to BMRCL in accordance with the Tender Documents. The Contractor shall render the Services with due care and diligence in accordance with the Contract. All Services shall comply with all relevant Applicable Laws, permits, specifications, standards, and best industry practices.

10.3 The Parties agree that the ownership of the BMRCL Premises & assets shall always vest with BMRCL at all times. The Contractor and its personnel, after being permitted to enter the BMRCL Premises, shall be responsible for using the same in accordance with the terms and conditions of the Contract and stipulations that may be set forth by BMRCL from time to time. The Contractor agrees that BMRCL has given limited contract to the Contractor to enter, utilize the resources, render Services and exit BMRCL premises and that the Contractor shall not at any time claim any ownership or possession of any part of the BMRCL Premises.

10.4 It is deemed that the Contractor has visited and examined the BMRCL Premises, it surroundings, the data made available by BMRCL, the extent of work involved, the laws, procedures and practices of BMRCL, Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services and all such information and also taken into account the risk, time and cost factor or any other circumstances before acceptance of the Contract. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve it from the responsibility for properly estimating the difficulty or cost of successfully performing and completing the Services.

10.5 The Contractor shall acquire in its name all permits, approvals, statutory clearances and licenses from all local, state or national government authorities or public service undertakings that may be necessary for the performance of the Contract, The Contractor shall not be entitled to any adjustment in the consideration payable to it, on account of any delay or failure to obtain or maintain any authorizations, permits and licenses. The Parties agree that the Contractor's right to access any portion of the BMRCL Premises, shall be in

10.6 accordance with any specific approvals granted by BMRCL

10.7 The Contractor shall comply with the provisions of the Contract with due care and diligence and perform the Services by fulfilling all commitments and responsibilities, in accordance with rules, regulations, Acts, and standard operating procedures. The Contractor shall minimize incidents/accidents affecting the safety by providing a rapid and effective response and maintain liaison with emergency services of BMRCL and civic departments. The Contractor shall supervise and maintain a high standard of cleanliness, appearance, aesthetic quality, and hygiene of Stations, Rolling Stock and BMRCL premises at all times during the subsistence of the contract.

10.8 The Contractor shall deploy its personnel and shall carry out Services assigned in accordance with their roles and responsibilities.

10.9 Not Used.

10.10 No Materials, tools, or equipment shall be supplied by BMRCL except otherwise specifically agreed to by BMRCL in writing.

10.11 The Contractor shall be responsible for supervising the services rendered and maintain the expected performance.

10.12 The Contractor shall also ensure that no labour or employee is permitted to work at the BMRCL premises in an intoxicated state or under the influence of drugs

10.13 The Contractor shall be responsible to take all precautions to ensure the safety of the public and staff in the BMRCL premises and shall comply with regulations appertaining to the Services. The Contractor shall ensure that his men are always being well-behaved, and they do not involve in eve teasing and do not cause sexual harassment of women anywhere. Offenders shall be strictly punishable under various provisions of The Sexual Harassment of Women at BMRCL Premises (Prevention, Prohibition and Redressal) Act, 2013 (14 of 2013) and Indian Penal Code 1860.

10.14 The whole of the Services specified and provided in the Contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with Materials of the best and most approved quality that adhere to the specifications given by BMRCL.

10.15 BMRCL reserves the right to instruct the Contractor for improving quality and efficiency of services. If the Contractor is not able to perform services to the satisfaction of BMRCL even after that, the Contract is liable to be terminated in accordance with the provisions of the Contract, in which case the Contract Performance Guarantee will be forfeited.

10.16 The Contractor shall confine its operations at BMRCL premises and to any other additional areas which have been approved by BMRCL for the purposes

of the performance of the Contract.

10.17 The Contractor shall, without any additional payment, at all times keep the working and storage areas used by it, free from accumulation of waste materials or rubbish. If the Contractor does not remove these materials within 24 hours, after being requested by BMRCL, these shall be removed by BMRCL or its agents and the cost of the same shall be charged to and recovered from the Contractor. On completion of the Services and tenure of the Tender or upon earlier termination, the Contractor shall, at its own cost, remove or dispose off in a satisfactory manner all Materials, waste and debris and leave the designated BMRCL premises in a condition acceptable to BMRCL, failing which the necessary costs for the same shall be recovered by BMRCL from the Contractor.

10.18 The Contractor shall not and shall ensure that the Contractor's personnel do not, deal in arms and ammunitions in any manner whatsoever when on the designated BMRCL Premises.

10.19 The Contractor shall cooperate and coordinate with and provide necessary access to BMRCL, its personnel, third party inspection agency(ies), inconducting the inspection of the Services and Materials of the Contractor.

10.20 The Contractor shall comply with and implement the safety regulations and safe working conditions as prescribed under the Tender Documents or as may be specifically notified in writing by BMRCL. BMRCL may, at its sole discretion, periodically inspect the Contractor's operations at the Designated BMRCL Premises to monitor the Contractor's compliance with the safety requirements of BMRCL. In the event the Contractor is found to be in violation of the provisions of the safety requirements of BMRCL, the Contractor shall be liable to pay any fines imposed by BMRCL with respect to such non-compliance by the Contractor.

10.21 All rights including intellectual property rights and ownership of the Contract shall vest and remain with BMRCL at all times. The Contractor shall be entitled to use the Contract and the information provided therein only for the purposes of performance of the Services but shall not be entitled to copy, communicate or use in relation to any third party without the prior written consent of BMRCL, except as necessary for the completion of the Services.

10.22 BMRCL's right to make good all costs, expenses, loss of revenue etc., from the contractor, due to causes for which contractor is responsible. such as, unsatisfactory service, incomplete service or not providing service or any failure, default at any time on the part of the contractor to carry out the terms & provisions of the agreement. to the satisfaction of BMRCL (whose decision shall be the final).

11 SERVICES AT DESIGNATED BMRCL PREMISES

11.1 In the performance of the Services, no persons other than the Contractor, or its duly appointed representative, and workmen employed by the Contractor shall be allowed to do work at the Services, except by the special permission, in

writing, of BMRCL or its representative.

11.2 The Contractor shall always and at its own cost take sufficient precautions to ensure the safety of public and guard the Designated BMRCL premises as deemed necessary.

11.3 The Services at the Designated BMRCL premises shall be carried out without interference with BMRCL's activities.

11.4 Not Used.

11.5 Not Used.

11.6 Usage of mobile phones or other telecommunication devices for personal purposes shall not be allowed at Designated BMRCL premises by the Contractor's personnel. However, the Contractor's supervisor or engineer shall be permitted to use mobile phone or other telecommunication devices at the Designated BMRCL premises for the purposes of effectively rendering the Services.

12 QUALITY ASSURANCE / QUALITY CONTROL

12.1 The Contractor shall prepare a detailed quality assurance plan for the execution of Contract for respective Services, which shall be mutually discussed and agreed.

12.2 Quality assurance system plans or procedures of the Contractor shall be furnished in the form of a quality assurance manual. The quality assurance manual should cover detail of the personnel responsible for the quality assurance plans or procedures to be followed for quality control in respect of the said Contract and the Services to be rendered by the Contractor. The quality assurance system should indicate organizational approach for quality assurance and quality control of the Service level activities, at all stages at the relevant places.

12.3 BMRCL, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of the Services at Designated BMRCL premises as deemed necessary.

12.4 The Contractor shall follow strictly all quality assurance or quality control plans and procedures as approved by BMRCL for the Services. The Contractor shall be liable to pay such charges, as may be prescribed by BMRCL, on account of non-compliance with the approved quality assurance or quality control plans and procedures.

12.5 Compliance with the quality assurance system shall not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract.

12.6 The Contractor shall comply with the provisions of the contract with due care and diligence, execute the works with fulfilment of all commitments and responsibilities of the train operation services in accordance with rules, regulations, Acts, and standard operating procedures.

Shall avoid incidents/accidents affecting the safety by providing a rapid and effective response and maintaining liaison with emergency services of BMRCL and Civic departments.

13 CONVENIENCE OF PUBLIC

13.1 All operations necessary for the rendering of the Services and for the performance of the Contractor shall, so far as compliance with the requirements of the Contract permit, be carried on so as not to interfere unnecessarily or improperly with the public convenience of access to use Designated BMRCL premises or any areas abutting thereof. The Contractor shall indemnify BMRCL in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in relation to any violation by the Contractor of the above.

14 MEDICAL SUPERVISION AND CARE

14.1 The Contractor shall produce certificate of physical fitness of all its employees engaged for the Services to be rendered, and the Contractor shall employ only such persons as are found to be free of contagious diseases. Whenever, in the opinion of BMRCL, it is necessary for protection of the other employees or their families, the Contractor shall remove any of its employees found to be suffering from contagious disease, either to a hospital or permanently from the Designated Station. Any contagious disease, when discovered shall be at once reported to BMRCL.

14.2 The Contractor shall be fully responsible for any first aid and emergency medical treatment to its employees, labourers and any other personnel deployed at the Designated BMRCL premises for rendering of the Services. The Contractor shall make necessary arrangement for this purpose

15 ELECTRICAL SAFETY REGULATIONS & WATER SUPPLY

15.1 BMRCL will be supplying water and electrical power, required for the purposes of rendering of Services by the Contractor and such supply will be made only at one point near or at the Designated BMRCL premises, subject to the following:

(a) The Contractor shall make its own arrangements to tap the electricity from the nominated sockets / points. The Contractor shall tap the Electricity as per Indian Electricity Rules and Indian Electricity Act (2003), duly following all safety precautions stipulated therein and as well as in accordance with the provisions of the Contract.

(b) The Contractor shall submit full scheme for the requirement of electricity and water. If scheme provides for electricity requirement which is beyond the capacity of BMRCL, the Contractor shall, at their cost, make its own arrangements / alternative arrangements, including but not limited to arranging for DG backup.

(c) The Contractor should make its own arrangements to draw the water from the available water point to the working place without causing hindrances to

other activities and passenger movement

15.2 Before the Contractor connects any electrical appliances to any plug or socket belonging to BMRCL or any other contractor of BMRCL, the Contractor shall:

(a) satisfy BMRCL or the other contractors that the appliance is in good working condition;

(b) inform BMRCL and the other contractors of the maximum current rating, voltage and phases of the appliances; and

(c) obtain permission of BMRCL and the other contractors detailing the socket to which the appliances may be connected for regular use.

15.3 BMRCL shall not grant permission to connect such appliance until BMRCL is satisfied that:

(a) the appliance is in good condition and is fitted with a suitable plug; and

(b) the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

15.4 The Contractor shall ensure that no electric cable in use by the other contractors and/or BMRCL shall be disturbed by the Contractor without prior written permission from BMRCL. The Contractor shall not impose any weight on any such cable and no ladder or similar equipment shall be rested against or be attached to it.

16 REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants to BMRCL as follows:

16.1 The Contractor is a duly incorporated company / registered partnership firm / limited liability partnership, validly existing and in good standing under the laws of the jurisdiction where it is incorporated and has all requisite power and authority to own and operate its business and properties and to carry on its business as is being conducted and is duly qualified to do business in all jurisdictions in connection with the performance of its obligations under the Contract.

16.2 The Contractor has full power and authority to execute and deliver the Contract and to perform its obligations hereunder, and the execution, delivery and performance of the Contract by the Contractor has been duly authorized on the part of the Contractor.

16.3 The execution, delivery and performance of the Contract by the Contractor and the consummation of the transactions contemplated hereby do not and shall not contravene the certificate of incorporation or by-laws of the Contractor and do not and shall not conflict with or result in (i) a breach of or default under any indenture, agreement, judgment, decree, order or ruling to which the Contractor is a party that would materially adversely affect the Contractor's ability to perform its obligations under the Contract; or (ii) a breach of any Applicable Laws.

16.4 All permits, authorizations by, approvals or orders by, consents of, notices to, filings with or other acts by or in respect of any governmental authority or any other Person required in connection with the execution, delivery and performance of the Contract by the Contractor have been obtained.

16.5 The Contractor is the owner, valid licensee, or authorized user of all intellectual property rights and any other tools or equipment which is used during rendering of Services to BMRCL. The Contractor represents and warrants that there are no threatened or actual claims or suits in connection with any intellectual property rights matters that would materially adversely affect the Contractor's ability to perform its obligations under the Contract.

16.6 It has all requisite knowledge, know -how, skill, expertise and experience to perform the Services in accordance with the terms and conditions of the Contract.

16.7 The Contract is for the entire Services that are to be performed by the Contractor in accordance with the Scope of Work as comprised in Tender Documents. The Contractor has quoted its rates considering all the terms and conditions of the Tender. The Contractor understands that the rates quoted by it shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, except in the manner provided in this Contract. The Contractor further represents that it has quoted its rates inclusive of all Taxes, duties, royalties, statutory minimum payments / contributions to be paid and overheads, insurance, PF, Gratuity etc., including costs incurred for obtaining various licenses as per statutory requirements etc.

16.8 The Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner, in accordance with the best industry practice prevailing in the services industry and in terms of the Contract. The Contractor shall use adequate number of qualified individuals with suitable training, education, experience, competence and skill to complete the Services.

16.9 Not used.

16.10 There are no legal or arbitration proceedings or any proceedings by, with or before any governmental authority or any other Person, now pending or threatened against it or any of its affiliates, which, if adversely determined, could reasonably be expected to have an adverse effect on the financial condition, options, prospects or business of the Contractor or its ability to perform its obligations under the Contract.

16.11 It has the financial standing and capacity to undertake and perform the Services and remedy any deficiencies therein in accordance with the Contract.

16.12 It has examined all aspects of the Contract and the Scope of Works to be provided and other terms and conditions of the Contract and has satisfied itself fully as to the sufficiency of the consideration for performance and completion of all of its obligations under, and in accordance with, the

Contract.

16.13 In entering the Contract, it is acting in its own capacity and not in the capacity as trustee of any trust or as agent on behalf of any entity.

16.14 Its obligations under the Contract are valid and binding and are enforceable against it in accordance with the terms and conditions of the Contract.

16.15 Neither it nor any of its affiliates nor any of its or their respective officers, directors, employees or agents have made, received, provided or offered, and agrees that neither it nor any such other entity or person shall make,receive, provide or offer, any gift, entertainment, payment, loan or other consideration for the purpose of influencing the procurement of any particular goods or otherwise for the purpose of influencing any individual or organization to any course of conduct in any way relating to or affecting the Contract.

16.16 The Contractor has thoroughly reviewed the provisions of **Clause 4.12 of Scope of work** (Audit, KPI Evaluation and Applicable Deductions) and understands that the KPI evaluation methodology has been introduced in the Tender for the purposes of effective management of rendering of Services by the Contractor at the highest standards possible and further finds it reasonable.

16.17 No representation or warranty by the Contractor contained herein or in any other document furnished by it to BMRCL or to any governmental authority in relation to applicable permits in relation to the Contract contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

17 COMPLIANCE WITH LAWS

17.1 The Contractor shall abide by all prevailing laws relating to the performance of the Contract. The Contractor shall ensure that its employees, agents, personnel abide by all Applicable Laws relating to the performance of the Contract, including all environmental labour and social security laws, and by instructions or directions of any relevant governmental authorities (including the timely payment of any and all fees, assessments, or other charges and registrations with relevant agencies or other governmental authorities required in connection therewith) and with the terms and conditions of any authorizations or permits obtained by the Contractor in connection with the Services

17.2 The Contractor represents that it is fully aware of all Applicable Laws and any terms and conditions of any authorizations and permits which should be complied with during the performance of the Contract.

17.3 The Contractor shall furnish to BMRCL, promptly upon request, such information concerning the Contractor, its personnel, employees, staffs,

workmen, agents etc, as BMRCL may be required to furnish to any governmental authorities.

18 LABOUR AND LABOUR LAWS

18.1 The Contractor shall abide by the prevailing labour laws and obtain requisite licenses from the appropriate authority as per the Applicable Law at its own cost and shall indemnify BMRCL against any financial and other obligation in connection with labourers employed by the Contractor. On obtaining such labour licenses, the Contractor shall submit certified photocopies of the same to BMRCL.

18.2 The Contractor shall pay wages and observe hours and conditions of labour in accordance with the Applicable Law and as more fully provided in the Tender Documents.

18.3 The Contractor shall deliver to BMRCL or to its officer in writing in such form and at such intervals as BMRCL may prescribe, showing in detail classes of labour employed and the number employed within each class by the Contractor from time to time on the Designated BMRCL premises, as BMRCL may require. The Contractor shall maintain attendance register for all its employees or labourers and shall submit a copy of the same to BMRCL for its record.

18.4 The Contractor shall regularly deposit the statutory dues with respect of all its eligible employees or labourers and shall submit the challan evidencing such payments to BMRCL for its record. In the event the Contractor fails to deposit such statutory dues, BMRCL may make such payments to the concerned governmental authority and shall recover the same from the Contractor by deducting the costs thereof from any amounts owed to the Contractor.

18.5 If any moneys shall, as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by BMRCL, such moneys shall be deemed to be monies payable to BMRCL by the Contractor and on failure of the Contractor to repay BMRCL any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, BMRCL shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this contract with BMRCL. BMRCL shall not be bound to contest any such claim or demand made by the authorities unless the Contractor makes a written request for it, the Contractor's reasons for contesting are considered reasonable by BMRCL and the Contractor deposits with BMRCL the full cost that BMRCL may have to incur in contesting the case.

18.6 The Contractor shall be responsible for safety of all employees, employed by it in relation to the Contract, directly or indirectly, and shall report accidents to any of them, however, and wherever occurring at Designated BMRCL premises or in relating to rendering of Services, to BMRCL, and shall make

every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases immediately in accordance with the Workmen's Compensation Act.

18.7 **Provident Fund:**

18.7.1 The Contractor shall strictly comply with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and register itself with the relevant regional office of the Employees' Provident Fund Organisation (**'EPFO'**) before commencing the work. The Contractor shall deposit employees' and employer's contributions to the EPFO every month. The Contractor shall furnish along with each running bill, the challan or receipt for payment made to the EPFO for the preceding months.

18.7.2 In case the EPFO's challan or receipt is not furnished, the Contractor shall indemnify BMRCL from all such issues or, if the Contractor fails to indemnify BMRCL herein, BMRCL shall be entitled to deduct fifteen percent (15%) of the payable amount from Contractor's running bill and retain the same as a deposit. Such retained amount shall be refunded to Contractor on production of such challan or receipt for the period covered by the relevant running bill.

18.8 The Contractor shall comply with the provisions of the prevailing Contract Labour (Regulation and Abolition) Act, 1970, rules and other labour laws as applicable and furnish an undertaking to BMRCL in the format as set out in SCC.

18.9 Notwithstanding anything stated above, the Contractor shall defend, indemnify and hold harmless BMRCL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor, Contractor's personnel, its agents, labourers, workers etc.

19 ANTI-BRIBERY AND ANTI-CORRUPTION

19.1 The Contractor covenants that neither the Contractor nor any of its affiliates, employees, agents, representatives or servants shall make, offer to give or agree to give any bribe, commission, gift or advantage to (i) any governmental official, employee or representative;(ii) any officer, servant, representative or agent of BMRCL or its affiliates; or (iii) any other person, in relation to the obtaining or execution of the Contract. Such an act by Contractor shall, in addition to any criminal liability which the Contractor may be subject to under Applicable Law, provide a right to BMRCL to terminate the Contract and/or any other contract that may have been entered into between BMRCL and the Contractor. The Contractor shall also be liable for payment of any loss or damages resulting from any such termination to BMRCL, which BMRCL may at its option deduct and/or set off from the amounts otherwise due to the Contractor under the Contract or recover from the Contractor as a debt due and payable. Any question or dispute as to the

breach by the Contractor of its obligations under this Clause shall be determined by BMRCL in such manner and on such evidence or information as available to BMRCL and the BMRCL's decision in this regard shall be final and conclusive.

20 INDEPENDENT CONTRACTOR

20.1 The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto.

20.2 Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, personnel engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of BMRCL, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives or personnel and BMRCL.

20.3 It is expressly understood and agreed by and between the Contractor and BMRCL that the Contractor is entering into the Contract solely on its own behalf and not on behalf of any other Person, entity, associate company or group-company. It is expressly understood and agreed that the Contractor is an independent legal entity with the power and authority to enter into contracts solely on its own behalf under the Applicable Laws of India and the general principles of laws of the contract.

21 JOINT VENTURE OR CONSORTIUM

If the Contractor is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to BMRCL for the fulfilment of the provisions of the Contract and shall designate one of such persons to act as a leader with the authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium formed for the performance of the Contract shall not be altered without the prior written consent of BMRCL.

22 SECURITIES

The Contractor shall provide BMRCL with Contract Performance Bank Guarantee and Parent Company Guarantee at the times and in the amount, manner and form as more particularly specified in the SCC.

23 PARENT COMPANY GUARANTEE

In the event the Contractor is a special purpose vehicle or a subsidiary of a bidding entity, the Contractor shall have delivered to BMRCL a duly executed performance and payment guarantee from its parent company in the manner detailed in Clause 4 of the SCC.

24 REGISTRTION OF THE CONTRACT WITH STATUTORY AUTHORITIES

24.1 Within thirty (30) days of the signing of the Contract, the Contractor shall register themselves and the Contract at their own cost with applicable governmental authorities, as may be required under the Applicable Laws. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to BMRCL for its records.

24.2 The Contractor shall defend, indemnify and hold harmless BMRCL from any claims, demands or liability arising due to non-compliance of this Clause.

25 CONFIDENTIALITY

25.1 All information including, without limitation, all oral and written information, disclosed by BMRCL (**"Disclosing Party"**) to the Contractor, or any person acting for and on behalf of the Contractor (**"Receiving Party"**) is deemed to be confidential, restricted and proprietary to BMRCL (**"Confidential Information"**).

25.2 Except as specified in the Contract, the Confidential Information supplied is not to be reproduced in any form except as required to accomplish the intent of, and in accordance with, the terms and conditions of the Contract. The Receiving Party shall provide the same care to avoid disclosure or unauthorized use of the Confidential Information as it provides to protect its own similar proprietary Confidential Information. All Confidential Information shall be retained by the Receiving Party in a secure place with access limited to only such of the Receiving Party's personnel, employees or agents who need to know such Confidential Information for purposes of the Services and the Contract and to such third parties as the Disclosing Party has consented to by prior written approval. All Confidential Information, including all copies of such Confidential Information, unless otherwise specified in writing (a) remains the property of the Disclosing Party;(b) shall be used by the Receiving Party only for the purpose for which it was intended; and (c) shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and, in any event, upon expiration or termination of the Contract. For the purposes hereof, Confidential Information does not include information that:

(a) is already published or otherwise in public domain before it was communicated to the Receiving Party without any fault or negligence of the Receiving Party; or

(b) prior to disclosure, was already in the Receiving Party's legitimate possession without having been obtained directly or indirectly from the Disclosing Party; or

(c) is lawfully obtained from an independent source that had neither direct nor indirect secrecy commitment to BMRCL; or

(d) is independently developed by the Receiving Party, by itself or through parties who have not had, either directly or indirectly, access to or

knowledge of such information; or

(e) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental authority, provided that the Receiving Party required to disclose the information provides the Disclosing Party with prior notice of such order or requirement.

25.3 Any document other than the Contract itself containing Confidential Information, shall remain the property of BMRCL and shall be returned (all copies) to BMRCL on completion of the Contractor's performance under the Contract, if so required by BMRCL.

25.4 Non-compliance of this Clause shall be strictly construed as a breach of the Contract. As damages may be difficult to ascertain in case of breach of the confidentiality provisions, the Parties agree that, without limiting any other rights and remedies specified herein, an injunction may be sought against the Receiving Party who has breached or threatened to breach this Clause.

26 LIMITATION OF LIABILITY

26.1 Contractor shall be liable to pay compensation to BMRCL arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach. However, the liability shall not exceed the Contract Price.

27 Not used

28 TERMINATION

28.1 Termination for convenience:

28.1.1 BMRCL may at any time terminate the whole or any portion of Contract for any reason or without assigning any reason by giving the Contractor 30 (thirty) days' notice of termination.

28.1.2 Upon receipt of notice of termination under Clause 28.1.2, the Contractor shall either immediately or upon the date specified in the notice of termination:

a) cease all further work, except for such work as BMRCL may specify in the notice of termination for the sole purpose of protecting the on-going Services critical for passengers, or any work required to leave the Designated BMRCL premises in a clean and safe condition.

b) Remove all materials, rubbish, debris of any kind from the Designated BMRCL premises and leave the Designated BMRCL premises in a clean and safe condition.

28.1.3 In the event of termination of the Contract under Clause 28.1.1, BMRCL shall pay to the Contractor the relevant part of the Contract Price, properly attributable to the part of the Services rendered by the Contractor and accepted by BMRCL, as on the date of termination.

28.2 Termination for Contractor's Default

28.2.1 BMRCL may, without prejudice to any other rights or remedies it may

possess, terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, with no compensation, if the Contractor:

a) becomes bankrupt or insolvent;
b) assigns or transfers the Contract or any right or interest therein, except as provided under the Contract;
c) in the judgment of BMRCL has engaged in Corrupt Practices or Fraudulent Practices in competing for, or in executing the Contract; or
d) unreasonably delays in performance of any obligation under the Contract resulting in frustration of / defeating the very purpose of the Contract.

28.2.2 BMRCL may, without prejudice to any other rights or remedies it may possess, terminate the Contract, with no compensation, if the Contractor:

a) abandons or repudiates the Contract;
b) fails to commence performance of the Services promptly or has suspended the progress of Contract performance for more than thirty (30) days after receiving a written instruction from BMRCL to proceed;
c) fails to perform the Contract in accordance with terms and conditions therein, or neglects to carry out its obligations under the Contract; or
d) refuses or is unable to provide sufficient Materials, services or labour to execute and complete the Services in the manner specified in the Contract, or
e) If BMRCL receives persistent complaints against the Contractor from passengers or otherwise, or
f) fails to provide any information / record within the prescribed time as may be demanded by BMRCL from time to time, or
g) If there is any failure or default at any time on the part of the Contractor to observe, carry out, perform or comply with the terms and provisions of the Contract to the satisfaction of BMRCL and the Contractor fails to remedy or to take steps to remedy such default within 14 (fourteen) days of its receipt of a notice from BMRCL requiring the Contractor to cure such default, by giving the Contractor a termination notice of thirty (30) days.

28.2.3 Upon receipt of the notice of termination under Clause 28.2.1 or Clause 28.2.2 the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

a) cease all further work, except for such work as BMRCL may specify in the notice of termination for the sole purpose of protecting the on-going Services critical for passengers, or any work required to leave the Designated BMRCL premises in a clean and safe condition.
b) Remove all materials, rubbish, debris of any kind from the Designated BMRCL premises and leave the Designated BMRCL premises in a clean and safe condition.

28.2.4 Upon such termination in terms of Clause 28.2, BMRCL may take possession of the Designated BMRCL premises, expel the Contractor, its employees, representatives, agents etc from the Designated BMRCL premises and complete the Services itself or by employing any third party

and shall further be entitled to recover the costs of completing the Services from the Contractor.

28.3 Termination by the Contractor:

28.3.1 The Contractor may, by giving thirty (30) days notice to BMRCL, terminate the Contract under the following circumstances:

a) If BMRCL has failed to pay the Contractor the amounts specified in any undisputed invoice as may have been invoiced by the Contractor in accordance with the terms and conditions of the Contract and BMRCL has failed to remedy such default within sixty (60) days after the receipt of the Contractor's notice requiring BMRCL to remedy such default; or

b) becomes bankrupt or insolvent;

c) if the Contractor is unable to comply with its obligations under the Contract due to BMRCL's failure to provide access to the Designated BMRCL premises or failure to obtain any governmental permit necessary for the execution and/or completion of the Services, which BMRCL is required to obtain as per provisions of the Contract or as per Applicable Laws of the country, then the Contractor may give a notice to BMRCL thereof, and if BMRCL has failed to remedy the default within twenty eight (28) days of the said notice, then terminate the Contract;

28.3.2 If the Contract is terminated under Clause 28.3.1, then the Contractor shall immediately:

(a) cease all further work, except for such work as BMRCL may specify in the notice of termination for the sole purpose of protecting the on-going Services critical for passengers, or any work required to leave the Designated BMRCL premises in a clean and safe condition.

(b) Remove all materials, rubbish, debris of any kind from the Designated BMRCL premises and leave the Designated BMRCL premises in a clean and safe condition.

28.4 (i) In the event that the Agreement is terminated, the effective date of termination shall be decided by BMRCL. However, the effective date of termination shall not be more than 4 (four) months from the date of notice.

(ii) In the event the Agreement is terminated by the Contractor, BMRCL shall invoke the Performance Bank Guarantee (PBG).

(iii) In the event that the Agreement is terminated by either party prior to the achievement of the Commencement Date, then the parties to the Agreement agree to stop working on the plan for commencement of operations.

(iv) In the event the Agreement is terminated after Commencement Date, then the contractor acknowledges and undertakes to continue performance of the services under the Agreement until the effective

date of termination as confirmed by BMRCL, irrespective of whichever party has terminated the Agreement. Further, during the intervening period, the contractor agrees to provide services on the same terms as it were being provided during the tenure of the Agreement. The forfeiture of contractor Fee shall, however, only be for the period for which the service has not been rendered by the Contractor proportionate to the contract period.

29 CONTRACTOR'S LIABILITY AND INDEMNITY

29.1 The Contractor shall be responsible for any damage resulting from its operations / rendering of Services. The Contractor shall also be responsible for protection of all persons including its own employees, members of public and employees of BMRCL and the employees of other contractors and all public and private property including structures, building, other plants and equipment and utilities either above or below the ground.

29.2 The Contractor shall be responsible to give notice to BMRCL when any property and utilities of BMRCL are likely to get damaged during the performance of its Services and shall make all necessary arrangements with BMRCL or such persons, related to removal or replacement or protection of such property and utilities.

29.3 The Contractor shall protect, defend, indemnify and hold BMRCL and its affiliates, BMRCL's personnel, officers, agents and employees harmless from and against any and all losses, claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, legal fees) or causes of action arising directly or indirectly from or incurred by reason of the acts or omissions of the Contractor, its affiliates, or any of their respective personnel during the performance of the Contractor's obligations under the Contract, (collectively the "**Liabilities**") brought against or incurred by BMRCL for:

(i) injury to persons (including physical or mental injury, libel, slander and death) caused by the Contractor, Contractor's personnel, officers, employees, representatives or agents;

(ii) loss or damage to real and tangible property, caused by (or relating to the strict liability of) the Contractor, or its respective officers, employees, representatives or agents;

(iii) violations or non-compliance with laws, rules, permits, clearances, codes, ordinances or regulations by the Contractor or its respective personnel;

(iv) any other liability or loss that shall:

(i) have resulted from any negligent or wilful act or omission or from the default of the Contractor, Contractor's personnel, officers, employees, representatives or agents in the performance of the Contract; or

(ii) be a liability or loss for which the Contractor is liable.

(v) any fraud, wilful misconduct, gross negligence or misrepresentation by or on behalf of the Contractor;

(vi) any breach of representations or warranties given by the Contractor, its affiliates, under or in relation to the Contract;

(vii) any introduction of hazardous materials introduced to the Designated BMRCL premises or any other location by the Contractor, its affiliates, or suppliers or their respective personnel in the performance of the Contract or rendering of the Services; and

(viii) any failure of the Contractor or any Contractor's supplier:

(a) to pay any Taxes relating to income or other Taxes required to be paid by such person;

(b) to make any payments in respect of Taxes which are to be paid by such person in connection with the performance of its obligations relating to the Contract, including, in the case of the Contractor, any Contractor Taxes, which it is required to pay pursuant to the terms of the Contract; or

(c) to file Tax returns as required by Applicable Laws or comply with reporting or filing requirements under Applicable Law relating to Taxes, including, in the case of the Contractor, the Contractor Taxes to be paid by the Contractor pursuant to the terms of the Contract.

29.4 If a claim for Liabilities (**"Claim"**) is to be made by BMRCL hereunder against the Contractor, BMRCL shall give written notice of such Claim (**"Claim Notice"**) to the Contractor as soon as practicable after BMRCL becomes aware of any fact, condition or event which may give rise to Liabilities for which indemnification may be sought under the Contract, provided, however, that no delay on the part of BMRCL in notifying the Contractor shall relieve the Contractor from any obligation hereunder. If any lawsuit or enforcement action is filed against BMRCL, written notice thereof shall be given to the Contractor as promptly as practicable (and in any event within fifteen (15) days after the service of the citation or summons). The Contractor may be permitted, if allowed by BMRCL in its discretion, (i) to defend such lawsuit or action, (ii) to employ and engage attorneys of its own choice to handle and defend the same, at the Contractor's sole cost, risk and expense, and (iii) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of BMRCL. If the Contractor fails to assume the defense of such claim within fifteen (15) days after receipt of the Claim Notice, BMRCL against which such Claim has been asserted shall (upon delivering notice to such effect to the Contractor) shall have the right to undertake, at the Contractor's cost and expense, the defense, compromise or settlement of such Claim on behalf of and for the account and risk of the Contractor. The Contractor shall be liable to defend, indemnify and hold harmless BMRCL from and against any Liabilities by reason of any settlement or judgment.

29.5 The Contractor shall indemnify (in Rs.100/- non judicial stamp paper) as per the format given in **Annexure-9** and save harmless the BMRCL from and against all actions, suit proceedings losses, costs, damages, charges, claims

and demands of every nature and description brought or recovered against the BMRCL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable.

30 FORCE MAJEURE

30.1 "**Force Majeure**" shall mean any of the following events or circumstances or combination of the following events or circumstances which (i) are beyond the reasonable control of the affected Party; (ii) the affected Party could not reasonably have anticipated or provided for before entering into the Contract; (iii) could not have been prevented by best industry practice; (iv) is unavoidable notwithstanding the reasonable care of the Party affected; and (v) has not resulted from the negligence of the affected Party or the failure of such Party to perform its obligations under the Contract and which or any consequences of which, have a direct, material and adverse effect upon the performance by the affected Party of its relevant obligations under the Contract:

(a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war;

(b) earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning or pandemic or nuclear, or other natural disasters.

30.2 Notwithstanding the foregoing, an event of Force Majeure shall not include:

(i) the occurrence of any manpower, material or equipment shortage;

(ii) inability to procure funding by the Contractor;

(iii) any increase in cost, prices, rates, wages, commissions, fees, duties or other levies;

(iv) any hindrance created by any third party in respect of any access right or right of use in respect of the Designated BMRCL premises;

(v) inability of a Party to pay any monies due pursuant to the Contract;

(vi) conditions caused by the negligence or wrongful acts of the affected Party;

(vii) a breach of any provision of the Contract or any default or failure by a third party in any agreement entered into by the affected Party with such third party;

(viii) any delay, default or failure (direct or indirect) in obtaining materials, equipment or performing services by the Contractor;

30.3 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof immediately following the date of commencement of

any event of Force Majeure and in any event within seven (7) days of the day of occurrence of such event.

30.4 The Party having invoked such event of Force Majeure as a cause for such delay shall promptly submit to the other Party proof of the nature of such delay and its effect upon the time of performance.

30.5 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed.

30.6 The Parties shall thereupon consult with one another concerning the effect of such delay upon the Contract schedule and the Contract schedule shall be equitably adjusted by the Parties to take into account such effect and the ability of the Contractor to reschedule the Services to avoid or minimise overall delays resulting from the event of Force Majeure.

30.7 The Party affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, including recourse to alternate acceptable sources of services.

30.8 The notice under Clause above shall be a pre-condition to an affected Party claiming relief for an event of Force Majeure and if such notice has not been provided, the affected Party shall be precluded from claiming any loss pursuant to an event of Force Majeure.

30.9 If the performance of the Contract is substantially prevented, hindered or delayed for a consecutive period of more than one hundred and twenty (120) days or an aggregate period of more than three hundred and sixty five (365) days, on account of one or more events of Force Majeure during the currency of the Contract, the Parties shall attempt to develop a mutually satisfactory solution. If the Parties are unable to determine a satisfactory solution within a period of fifteen (15) days from commencement of such dialogue between the Parties, either Party may terminate the Contract by giving a notice to the other.

31 SETTLEMENT OF DISPUTES AND ARBITRATION

31.1 Standing Grievance Redressal Committee (SGRC)

31.1.1 If a dispute (of any kind whatsoever) arises between the Parties in connection with or arising out of the Contract or the rendering of the Services, including any dispute as to any opinion, instruction, determination, certification or valuation of BMRCL's representative, either party shall initially refer the same in writing to Standing Grievance Redressal Committee (herein after termed as SGRC).

31.1.2 A Standing Grievance Redressal Committee consisting of three members have been formed by BMRCL to address such disputes raised by either Party.

31.1.3 BMRCL shall communicate one SGRC to resolve the dispute within 28 days from the date of commencement. The SGRC members shall comprise three members not below the rank of Additional General Manager, BMRCL, but

those who have not dealt with the subject contract or disputed matter.

31.1.4 If any dispute is referred to the SGRC, consequent to disagreement to determination of any claims by BMRCL, it will within a week of receipt of such request acknowledge and convene a meeting with both the Parties. The committee will go through the submitted documents, hear the Parties, and attempt at finding an amicable solution within 28 days of receipt of such reference by the SGRC. If any settlement is arrived at the Standing Grievance Redressal Committee the same shall be recorded in writing as a settlement agreement and be signed by the Contractor, BMRCL and all committee members. Such settlement shall be final and binding on the parties with regards to the disputes so resolved.

31.1.5 If the Standing Grievance Redressal committee fails to settle all or part of the dispute within 28 days, the same shall be notified to the parties. Thereafter, the Parties may refer the unresolved disputes to Conciliation. In such case, either Party shall give notice in writing, with copies to the other Party of its intention to refer such dispute to Conciliation within 28 days of such notice by SGRC.

31.2 Conciliation

31.2.1 Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

31.2.2 Conciliation Procedure

The Employer shall maintain a panel of Conciliators with requisite qualifications and professional experience who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996 of India & amended by the "Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof".

31.2.3 In the event of the Contractor not choosing the Conciliator from the panel furnished by the Employer, within a period of 30 days, the Employer is at liberty to choose and nominate a Conciliator from the same panel and

communicate to the Contractor which will be final and binding on the Contractor.

31.2.4 The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

31.2.5 When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

31.2.6 If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement.

31.2.7 When the Parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

31.2.8 The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the Parties.

31.2.9 As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

31.2.10 The Parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

31.2.11 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated

(a) by the signing of the settlement agreement by the Parties on the date of agreement; or

(b) by a written declaration of the Parties to the Conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

(c) by a written declaration of the conciliator, after consultation with the parties to the effect further efforts at conciliation are no longer justified, on the date of declaration: or

(d) by a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration

31.2.12 Upon termination of the conciliation proceedings, the Conciliator shall fix the costs of the conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.

31.3 Arbitration

31.3.1 If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the Parties, arising out of or touching or relating to construction/ manufacture, measuring operation or;

(a) only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the Employer, shall be referred to arbitration. Other matter shall not be included in the reference.

(b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Employer.

(c) The dispute so referred to arbitration shall be settled in accordance with the Arbitration & Conciliation Act, 1996 as amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

31.3.2 Further, it is agreed between the parties as under:

Number of Arbitrators: The arbitral tribunal shall consist of;

i) Sole Arbitrator in cases where total value of all claims in question added together does not exceed Rs. 2.00 crores;

ii) Three (3) arbitrators in all other cases.

31.3.3 **Procedure for Appointment of Arbitrators**:

The arbitrators shall be appointed as per following procedure:

i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by Employer, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then Employer shall appoint any one Arbitrator from the said panel of 03 Arbitrator, as Sole Arbitrator.

ii) In case of 3 Arbitrators:

(a) Within 60 days from the day when a written and valid demand for Arbitration is received by Employer, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the said panel, to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.

(b) Employer will decide the second Arbitrator. Employer shall appoint the second Arbitrator, in addition to the Arbitrator for whom consent was given by the Contractor, within the 30 days from the receipt of the communication regarding appointment of first Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer, then Employer shall nominate both the Arbitrators from the said panel.

(c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of two appointed Arbitrators to reach upon consensus within period of thirty days from the date of their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Employer, from above Panel.

(d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the Employer fails to act without undue delay, the Employer shall appoint new Arbitrator/ Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

(e) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualification of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

31.3.4 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 31.3.3 above):

The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

A Working / Retired Officer (not below E-8 grade in a PSU with which BMRCL has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Account Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from date of appointment as Arbitrator (retired not below E-8 grade in BMRCL or a PSU with which BMRCL has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme

Court of India or reputed Chartered Accountant & should be a member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

31.3.5 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by tribunal having due regard to the delay in making it.

31.3.6 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence adduced or arguments put forth before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in proceedings before such arbitrators to the evidence produced earlier or the arguments previously put forth during settlement through Conciliation proceedings.

31.3.7 It is agreed by both the Parties that in cases where Arbitral Tribunal consists of a Sole Arbitrator their disputes shall be resolved by the fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

31.3.8 If the contractor/s does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the Contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

31.3.9 Arbitration proceedings shall be held at Bengaluru, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

31.3.10 The Arbitral Tribunal should record day to day proceeding. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sums awarded or claims rejected and detailed reasons upon which it is based. A model time schedule for conduct of Arbitration proceedings in a period of 180 days/ 365 days will be made available to Arbitral Tribunal for their guidance. Both the parties should endeavour to adhere to time schedule for early finalization of award.

31.3.11 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of Presiding Arbitrator shall prevail.

31.3.12 A party may apply for correction of any computational errors, any typographical or clerical errors or any other mathematical error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

31.3.13 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral

award.

31.4 Reasoned Award

The Arbitrator(s) shall always give item-wise and reasoned award(s) irrespective of the value of claim(s) in the dispute in all cases.

31.5 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

31.6 Cost of Arbitration

The cost of arbitration shall be borne by the respective Parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

31.7 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Bangalore shall have the exclusive jurisdiction to try all disputes between the parties.

31.8 Suspension of Work on Account of Arbitration

The reference to Conciliation / Arbitration shall proceed not withstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

32 GOVERNING LAW

The Contract shall be governed and interpreted in accordance with the laws of the Republic of India.

33 ASSIGNMENT

33.1 BMRCL shall be entitled to assign the whole or any part of the Contract or any benefit or interest in or under the Contract to its lenders, affiliates or group-company without the consent of the Contractor. For assignment of the Contract to any third party other than as specified herein, BMRCL shall give prior intimation to the Contractor and any such assignment by BMRCL shall not affect the rights and obligations of the Contractor under the Contract. In particular, the Contractor hereby consents to the grant and creation by BMRCL of a security interest in and assignment of the Contract and any and all of BMRCL's rights, title and interests in and under the Contract in favour of any lender or its security agent or trustee; and in furtherance of and to give effect to such security interest and assignment, the Contractor agrees to enter into such contracts, direct contracts and consents and deliver such legal opinions as are reasonably customary and as may be required by any of the lenders.

33.2 The Contractor shall not be entitled to assign any part of the Contract or any benefit or

interest in or under the Contract without the prior written consent of BMRCL. In the event of an assignment being consented to by BMRCL, (a) the Contractor and the assignee shall execute such documents to the satisfaction of BMRCL, (b) the Contractor and the assignee shall be jointly and severely bound to BMRCL for the fulfilment of the provisions of the Contract.

34 ENTIRE CONTRACT

The Contract constitutes the entire agreement reached between by BMRCL and the Contractor with respect to the subject matter of the Contract and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto, except to the extent any such communications, negotiations and agreements are specifically made a part of the Contract.

35 AMENDMENT TO THE CONTRACT

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is agreed and signed by a duly authorized representative of each Party hereto.

36 NON-WAIVER

36.1 Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

36.2 Subject to sub-clause above, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of the Contract.

36.3 SEVERABILITY

36.4 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

37 NOTICES

37.1 All notices to be given by one Party to the other Party in connection with or under the Contract shall be made in writing in English, and shall be sent, at the addresses set forth below or to such other addresses as notified from time to time by the Parties to each other, by either one or more of the means namely personal delivery, registered post, courier, or electronic mail:

To BMRCL:

Attn:

Address:

Email:

To Contractor:

Attn:

Address:

Email:

37.2 A notice shall be treated as having been received:

(a) if sent by hand, when its delivery is confirmed by a signature on behalf of the recipient;

(b) if sent by courier, (a) two (2) days after deposit with a reputed overnight courier if for inland delivery and (b) five (5) days after deposit with a reputed international courier if for overseas delivery;

(c) if sent by registered post then, when the registered post would, in the ordinary course of post, be delivered whether actually delivered or not; and

(d) by email, when the sender receives an automated message confirming delivery. All electronic mail shall be followed by hand delivery, posting the courier or registered posted as provided above.

37.3 Either Party, by intimating the other Party in writing, may change its postal, facsimile or email address or addressee for receipt of such notices.

37.4 Notwithstanding anything contained in the Contract, no electronic mail communication shall be accepted as a legal notice or legal claim, unless it is additionally served at the appropriate address by hand, courier or by registered post.

38 SURVIVAL

Notwithstanding anything to the contrary in the Contract, termination, cancellation, or expiration of the Contract for any reason shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination. The clauses of this Contract which are reasonably expected to survive the termination or expiry of the Contract, shall survive and be binding on the Parties thereafter.

39 COUNTERPARTS

The Contract may be executed in one or more counterparts, each of which when so executed shall be deemed an original and such counterpart together shall constitute one and the same instrument.

40 LANGUAGE OF COMMUNICATION

All documents, writing and notices pertaining to and submitted in terms of the Contract and provided by one Party to the other shall be in the English

language. If any writing, or document, including any document issued or certified by any person in any jurisdiction, is not in English, then it shall be translated into English and notarised, by the Party in possession of such writing and the English version of such writing shall govern and prevail.

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SECTION - 5

SPECIAL CONDITIONS OF CONTRACT

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SECTION – 6

SPECIAL CONDITIONS OF CONTRACT

6.1 DEFINITIONS AND INTERPRETATIONS

6.1.1 Unless the context otherwise requires, the capitalized terms not defined in this SCC but used in this SCC shall have the same meaning given to such terms in the GCC. The capitalized terms that are used in this SCC and not defined in the GCC, unless the context otherwise requires, have the same meaning given to such teras under.

6.1.2 The principles of interpretation specified in Clause 1.2 of the GCC are deemed to be incorporated in this SCC by reference and are applicable for the purposes of interpretation of this SCC.

6.2 PREAMBLE

6.2.1 The contractor shall manage train operation services as per BMRCL requirements. The management of train operation shall be carried out by a team comprising of Manager-Train operation, Assistant Manager, Crew Controller & Train operators.

6.2.2 "Contractors Office": The Contractor shall establish an office in Bangalore and the address with all contact details of the same may be communicated to BMRCL. Whenever change of his office is effected the address of the changed location shall be advised to BMRCL without fail.

6.2.3 "Notices And Instructions": Any notice or instructions to be given to the contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.

6.3 NOT USED

6.4 DOCUMENT SUBMISSION FOR RELEASE OF FINAL PAYMENT

The formats for 'no-claim certificate', 'certificate for release of final payment' and 'undertaking for compliance of labour laws' shall be as set out in ***Annexure -17, Annexure -18*** and ***Annexure -19.*** The Contractor acknowledges that the 'no claim certificate' shall be printed on a stamp paper of appropriate value in accordance with the prevailing stamp duty laws and submitted to BMRCL under the signature of an authorised signatory. The 'certificate for release of final payment' and 'undertaking for compliance of labour laws' shall be on the Contractor's letterhead.

6.5 Not Used

6.6 INSURANCE

6.6.1 Before commencing rendering of Services by the Contractor, it shall be obligatory for the Contractor to obtain at his own cost, the following insurance covers:

6.6.1.1 Liability under the Workmen's Compensation Act, 1923, Minimum Wages Act, 1948 and Contract

6.6.1.2 Accidents to staff, Engineers, Supervisors and others who are not governed

by Workmen's Compensation) Act.

6.6.2 Not used

6.6.3 BMRCL's name shall be mentioned as beneficiary / nominee in all the insurance policies availed by the Contractor except for Workmen Compensation Insurance.

6.6.4 The policies shall remain in force throughout the period until which the Contract subsists. The Contractor shall whenever called upon, produce to BMRCL the various insurance policies taken by him / it, as also the rates of premia and the premia paid by him / it to ensure that the policies indeed continue to be in force. If the Contractor fails to effect or keep in force or provide adequate cover in the Insurance policies mentioned above, or any other insurance he / it might be required to effect under the Contract, then in such cases, BMRCL may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by BMRCL in this regard shall be deductible from payments due to the Contractor or from the Contract Performance Guarantee.

6.7 PRICE VARIATION

The Contract Price during the Contract period shall be escalated at 5% per year during the tenure of the Contract.

6.8 CONTRACTOR'S OFFICE SET UP & MACHINERY STORAGE ROOM

6.8.1 BMRCL shall demarcate and allocate the space at Designated BMRCL premises for setting up of Contractor office. Contractor shall make his own arrangements for setting up his office in the allocated space, in accordance with the rules and regulations stipulated by BMRCL in this regard. Such allocated office space shall be strictly used for the purpose BMRCL train operation services contract only. Any violation in this regard by the Contractor shall attract penalty of Rs. 1,00,000 (Rupees One Lakh Only) for each such violation.

6.8.2 BMRCL shall demarcate and allocate the space for the Contractor to store its equipment required for the purposes of rendering the Services. The Contractor shall make its own arrangements to stack & charge its equipment at the designated locations at BMRCL premises.

6.8.3 Contractor shall make necessary arrangements to store the equipment in closed environment and shall not be visible to public and shall not cause hindrances to other activities and passenger movement.

6.8.4 BMRCL reserves the right to change the above locations as per operation planning & requirements from time to time, without out any requirement of obtaining consent of the Contractor. The Contractor will be notified by BMRCL upon such change in the designated locations. The same must be obliged by the Contractor without any cost implication to BMRCL.

6.9 AUDIT, KPI EVALUATIONS AND APPLICABLE DEDUCTIONS

6.9.1 Audit shall be conducted every month on any date by BMRCL in the billing period. In addition to this the surprise inspection in daytime or night-time shall also be

conducted in the workplace.

6.9.2 The audit parameters for Train Operation services shall be as detailed in **clause 6.17 & 6.19 of Special Conditions of Contract (Section 6)** of the Tender Document, which is only indicative in nature and not exhaustive. BMRCL shall have the right to update the list of audit parameters during the course of operations and the same will be notified to the Contractor prior to subsequent audits.

6.9.3 The conditions for calculating applicable deductions and monthly payments to the Contractor for the Services rendered by it shall be based on the audited KPI score mentioned in **Clause 4.12** of the scope of work (Section 4). The payment shall be made based on the rate quoted per train hour and the quantity and audit score.

6.9.4 During the period of contract, the Contractor shall afford BMRCL and its representatives every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all things of every kind required for the purpose and the BMRCL and its representatives shall always have free access to every part of the works and to all places and the contractor shall share the relevant documents requested for inspection by BMRCL representatives

6.9.5 If monthly payment based on overall KPI score is consistently 75% or less for consecutive three (3) months period or for more than 6 months in a period of one year from the Effective Date, then BMRCL shall issue a show cause notice to the Contractor seeking explanation from the Contractor within a period of 7 days, as to why the Contract should not be terminated. The Contractor shall be provided a reasonable opportunity of being heard while responding to the said show cause notice. In the event no response is received in writing from the Contractor within the aforesaid 7 days, BMRCL may terminate this Contract in its discretion. In the event the response to the show cause notice given by the Contractor is not satisfactory / not substantiated with sufficient evidence, then BMRCL shall issue a cure breach period of 30 days within which the Contractor shall have rectified and cured all the deficiencies in Services rendered by it and improve its performance while rendering the Services (**"Cure Period"**). In the event the Contractor has failed to rectify the deficiencies or has failed to improve the performance while rendering Services during the Cure Period, then the Contract will be subjected to termination at the discretion of BMRCL. The Contractor shall make no claim or demand against BMRCL for loss of business or other reasons on account of such termination.

6.10 Education Qualification & Pay Package Category wise:

6.10.1	S.No.	Category	Educational qualifications	Minimum Experience
	1	**Train Operators**	• Diploma in any discipline. • Age Minimum 19 to 30 for fresher's and for experienced the age limit is 40 years.	(i) Minimum Experience in Train Operation may be NIL for fresh recruits. (ii) Train operators having more than one year experience in Metro Train Operation is desirable. (iii) Train Operators having lesser qualification (ITI) shall be considered, if they have minimum 3 years' experience as Metro Train Operator in any Metro Rail organization.
	2	**Crew Controller**	• Diploma / BE / B.Tech in any discipline. • Age minimum 25 Years and maximum 45 years	Minimum 3 years work experience as crew controller in metro train Operation or minimum 5 years of experience as Metro Train Operator.

	3	Assistant Manager - Train Operations	• Diploma / BE / B.Tech in any discipline. • Age minimum 24 Years and maximum 45 years	Minimum 3 years of work experience as Assistant Manager in Metro Train Operation or minimum 5 years of experience as crew controller in Metro Train Operation & Management.
	4	Manager- Train Operations	• Diploma / BE / B.Tech in any discipline. • Age minimum 27 Years and maximum 50 years	Minimum 3 Years of experience as Manager in Metro Train Operation or minimum 5 years of experience worked as executive in Metro Rail Operation & maintenance.

6.10.2	Pay Package for Train Operation Service Personnel:		
	S.No	Category	**Minimum Basic + Allowances (includes Gratuity) per month**
	1	Train Operator	Rs.34,355.93
	2	Crew Controller	Rs.37,798.19
	3	Assistant Manager Train Operations	Rs.51,045.63
	4	Manager Train Operation	Rs.86,094.01
	Note: 1.The Salary structure shall be in line with the Working as provided in CL. 6.23 below 2. Maximum allowances shall be 50% of the Basic.		
6.10.3	Annual increment of minimum 5% shall be paid to all the categories. Documentary proof of increment shall be furnished to BMRCL.		
6.10.4	Contractor shall certify in each interim payment that no personnel has been paid less than the above minimum stipulated amount. Contractor will be required to submit documentary proof in this regard.		
6.10.5	BMRCL shall in no way be responsible for any injury to contractor deployed manpower or their property during the period of service as per this Contract. BMRCL shall not reimburse any payment towards medical expenses of for manpower deployed, in case of accident/incident takes place in BMRCL premises.		

6.11 Selection of Train Operation Personnel

6.11.1	For selection of all categories mentioned above, BMRCL shall be involved in recruitment process. The resumes of prospective candidates shall be submitted to BMRCL for approval along with the psychometric test report. **Proficiency in Kannada and English Language (writing, speaking and reading) is compulsory for the staff being recruited by the Contractor.**
6.11.2	At least one BMRCL executive shall be the member in selection of Train Operation personnel.
6.11.3	Train operators & Crew Controller provided by the contractor shall undergo & PASS **psychometric test/exam specified for Metro Train drivers at the Institution selected by BMRCL** and A1 medical examination. **(i)** For medical examination follow **A1 medical standards as prescribed by BMRCL from time to time (Annexure -11 current A1 medical examination test list is attached for your reference).** (ii) **The cost of medical, psychometric examination shall be borne by Contractor.** Only successful candidates who have been certified fit in the medical, psychometric exam and interview shall be eligible for Competency training by BMRCL. Periodic Medical Examination report (4 year once) of deployed personnel shall be submitted by contractor at their own cost.
6.11.4	BMRCL shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove the personnel with prior permission of BMRCL.
6.11.5	The details of Supporting Documents for Train Operator & Crew Controller as below 1. Aadhar card copy. 2. Resume. 3. Certificate of Educational Qualification, 4. Experience Certificate, 5. Antecedence verification certificate (police), 6. Suitability in Psycometric test evaluation, 7. A1 Medical fitness etc.) Shall be submitted to BMRCL before deployment for training. For Executive category (AM / Manager) Supporting Documents as below 1. Aadhar card copy, 2. Resume,

	3. Certificate of Educational Qualification, 4. Experience Certificate, 5. Anticedance verification certificate (police), 6. Medical fitness as followed in BMRCL for executive etc. Shall be submitted to BMRCL before deployment
6.11.6	Personnel deployed shall be on-role of successful Tenderer and shall not be outsourced.
6.11.7	Any New recruitment or relieving of staff shall also be intimated to BMRCL in prior
6.11.8	The Existing Competent staff shall be recruited by successful Tenderer and approval of the same shall be obtained from BMRCL. The timeline for deployment of existing competent staff shall be furnished accordingly.

6.12 Training for Train Operation Personnel

6.12.1	BMRCL shall provide training at its own expense for the first time only and issue competency to train operators & Crew Controller as per the procedures defined at **(Annexure -12).** The no. of persons to be trained will be mutually agreed between contractor and BMRCL.
6.12.2	The period of training shall be 3 months and No payment shall be made by BMRCL to contractor during the training period.
6.12.3	Training shall be provided at BMRCL cost for replacement staff due to attritions, which shall be allowed only up to 10% of required and deployed manpower agreed by BMRCL per year of contract. If attrition exceeds more than 10% per year, then BMRCL will charge the Contractor a training cost of ***Rs.2,00,000/- per person***.
6.12.4	Successful Tenderer shall engage the Train Operation personnel trained and possessing valid competency certificate issued by BMRCL.
6.12.5	Any trained staff of contractor deputed for BMRCL services if leaves the job, the same need to be informed immediately and the original competency certificate and any other items issued by BMRCL for the operator need to be surrendered to BMRCL.
5.12.6	The Contractor shall pay the following stipend to all trainees during training. **Sl. No.** | **Designation** | **Stipend Amount (Excl of GST)** 1. | Train Operator | Rs.10,000.00 **Note :** The above Stipend is only for the 171 Nos staff or any other staff who are engaged due to Variation (25%). Any other addition due to attrition, the same shall be borne by the Contractor or amount toward stipend shall be deducted from the monthly bills.

6.13 Time line for complete induction

90	**After Issuance of Letter of Acceptance**					
		Within 21 Days	**Submission of PBG & Insurance**			
	Month-1	**Within 30 Days**	**Signing of Contract Agreement**			
		Within 30 Days	**Induction of Train Operation Executives**	No Payment to be Claimed by BMRCL		**Payment of Stipend by the Contractor**
	Month-2	**30 Days**	Recruitment of Crew Controllers & Train Operators and deployment for training.			
	Month-3, 4 & 5	**90 Days**	Training for Competency BMRCL Certification			
	Month -6th	**20 Days**	**Issuance of Competency Certificate and imparting handling practice in passenger service.**			
	Month-7			No Payment to be Claimed by BMRCL	Start of Revenue Entry	**Payment of actual salary to contract staffs by the**
	Month-8					
	Month -9		**Deployment for Train Operation Services.**			
	Month -10 onwards	**Payment by BMRCL as per Contract Conditions**				
	Month -67	**Extension of Contract, if allowed by BMRCL**				
	Month -82	**End of Contract**				
	Note :					
	1. If existing Train Operators are engaged by successful Tenderer, **then the time line for deployment to train operation services** shall be reduced from 7					

	months to 3 months only. 2. The arriving effective date for Grant of annual increment, contract period start date, extension of contract etc. the date of start of contract services is taken as a base date.

6.14 Training & Competency

6.14.1	Training shall be imparted to train operation personnel as per BMRCL procedure for issuance of Competency certification.
6.14.2	The employees who have undergone training should **PASS** the competency **written exam & Viva**. If an employee fails in the competency exam, not more than **2 attempts** shall be allowed. The service of those employees who have **failed twice** in the competency exam shall not be allowed to operate the train.
6.14.3	On completion of driving training & **Qualifying** in competency exam, BMRCL shall issue a competency Certificate to each individual.
6.14.4	**The contractor shall deploy only those candidates who possess valid competency certificate for train driving.**
6.14.5	**Review of competency :** The competency of the train operation staff shall be reviewed and renewed for at-least every 3 years from the date of issuance.
6.14.6	**Periodical Medical Examination (PME):** Train Operations staff shall undergo periodical medical examination (A1 Category) at an interval of every 4 years up to the age of 45 years and if more than 45years of age then every two years **at Contractor's Cost.** Services of those employees found unfit during PME shall be terminated by the contractor.
6.14.7	Contractor shall be equipped with sufficient resources to handle the operational requirements at any point of time.

6.15 Crew Control Office

6.15.1	BMRCL shall provide one room in depot for the contractor to setup his crew control office and two rooms at terminal stations or any other station of each corridor for crew control office & Train operations staff waiting / refresh room. Those rooms will be provided with basic lighting, air-conditioning and Tele-communication facilities at BMRCL cost.
6.15.2	Crew Control office has to be manned by a Crew Controller round the clock (24 x 7).
6.15.3	Office Assistant required to serve hospitality service to Train operators at each crew office to be arranged at contractor cost.
6.15.4	Vehicle Parking facility and Toilet facilities at BMRCL stations will be provided at free of cost to on duty Train Operations personnel.
6.15.5	Vehicles required for transportation of train operators in case of unplanned parking and from depot to Sign ON / OFF location during night / non - revenue hours and in times of exigencies shall be arranged at contractor cost for use of Train Operations personnel.
6.15.6	BMRCL will reserve the right to change the headway, No. of rakes to be inducted, pattern of Train Operation etc. as per the BMRCL requirement

	within the variation limit.
6.15.7	The contractor shall depute Train operations personnel to operate trains as per the requirements of BMRCL. The operational requirements of the BMRCL shall be spelt out in the time table. (i). If the change in time table, the same will be communicated to contractor one week in advance, if there is no any manpower change. (ii). If the Time Table change results in Manpower escalation shall be communicated 5 months in advance and in case of decrease in manpower shall be communicated in one month advance.
6.15.8	While signing ON & Sign OFF, the Train operator shall undergo breath analyzer test. Necessary breath analyzer will be provided by BMRCL at free of cost.
6.15.9	Train Operations staff shall be provided with adequate rest before they sign ON for duty. These staff should **not be called for duty before expiry of** 12 consecutive hours after completion of previous duty. Performance of continuous night duty beyond 3 nights at a stretch shall be avoided. The duty hours shall be as per labour law.
6.15.10	The contractor shall indemnify and save harmless the BMRCL from and against all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the BMRCL by reason of any act or omission of the contractor, his agents or employees, in the course of train operations.
6.15.11	**Compensation Payable by Contractor:** The contractor shall be liable to pay compensation awarded by any court or tribunal for loss or damage sustained by any passenger due to any act / omission of the contractor personnel, if it is established that contractor personnel are responsible for occurrence. **Gazette Notification of India regarding Bangalore Metro Railway – Notices of Accidents and inquiries thereto) Rules will also apply and the entire liability need to be borne by the contractor/ successful Tenderer.**
6.15.12	**Train Operators KIT bag:** Contractor needs to supply the Train Operators KIT bag to all train operators and the train operators must carry the same while operating train / on duty. For KIT bag, BMRCL shall provide the Manuals like MRGR, Special Instructions, SOP TO, RS Bulletin etc. required for Train Operator reference. It shall be given to the all the train operators on role. In addition to above, the Contractor shall provide Train Operator Kit Bag with the following items as per Metro Railway General Rules. 1. First Aid Box as approved by BMRCL. 2. Tri Colour Torch as per RDSO standard. 3. Cutting Plier 4. Back Bag as approved by BMRCL. Door Isolation Stickers as approved by BMRCL.

6.16 Incentives

The Contractor will be awarded with the following incentives.:

Sl.No	Description	Incentive Amount
6.16.1	**Nil Human Error performance in Train operation services.** (Nil trip delay & trip cancellation) due to Train Operator reason /performances	Rs.25,000/- per billing period.
6.16.2	**Less than 0.05% human error/ Operator error in train operation services.** (i.e.,) Percentage of the trips lost punctuality & Trips cancelled when compared with total trips operated.	Rs.15,000/- per billing period
6.16.3	NIL Accident / Incident by Train Operator for consecutive 6 months	Rs.25,000/-

6.17 BMRCL Audit

6.17.1	BMRCL will perform random, periodic or continuous audits to ascertain the quality of train Operation services to the expected levels. The audit observations for action points and non-conformities if any found shall be shared to contractor for information and necessary action.
6.17.2	The contractor will be penalized for the non-conformities observed during the audit as mentioned in clause 6.19.
6.17.3	The contractor should strive to exceed the expectations of BMRCL through continual improvement of methods and practices.
6.17.4	BMRCL reserves the right to instruct the contractor to increase manpower for improving the safety & quality of train operation. If the contractor is not in a position to perform train operation service to the satisfaction of BMRCL even after deploying the maximum manpower.

6.18 PENALTIES

S. No.	Description	Penalty Amount
1	Cancellation of a Train trip happens on account of Train Operation personnel.	**Rs.2000/-** (Rupees two thousand only) per cancelled trip.
2	Delay in departure of more than 3 minutes to train services on account of Train Operation personnel.	**Rs.1,000/-** (Rupees one thousand only) per minute per train trip shall be levied on the contractor.
3	Not following / Refusing to OCC (Operation Control Center) - Traffic Controllers instructions	**Rs.1,000/-** (Rupees one thousand only) per occasion reported.
4	Not following instructions as mentioned in Train Operator's Manual/Metro Railway General Rules / Standard Operating Procedure/Special Instructions etc.	**Rs.2,500/-** (Rupees two thousand five hundred only) per occasion.

5	Misbehavior or quarreling with other staff.	**Rs.2,500/-** (Rupees two thousand five hundred only) per occasion.
6	Misbehavior or quarreling with other Passenger.	**Rs.10,000/-** (Rupees ten thousand only) per occasion.
7	Loss/damage to BMRCL property due to its Train operating personnel negligence.	Refer GCC clause -18.6
8	Accidents due to Train Operators negligence.	**Rs.10 Lakhs** (Rupees Ten Lakhs only) per occasion shall be levied on the contractor and the staff responsible shall be terminated.
9	The Offences if any done by Train Operating personnel as mentioned in **Metro Railways O & M Act,** like (a) Endangering the safety of passengers (b)Abandoning train without authority (c) Obstructing running of train etc.	Penalty as mentioned in the Act shall be imposed.

6.19 BMRCL AUDIT OBSERVATION AND PENALTIES

S.No.	Audit Observation	Penalty
1	Train operator not carried competency certificate/ Private number book/ Train Operator Kit bag etc. during train driving.	**Rs.1,000/-** on each instance.
2	Train operation personnel found not in full prescribed uniform	**Rs.1,000/-** on each instance.
3	Train Operator found allowing unauthorized person to travel in Driver CAB.	**Rs.1,000/-** on each instance.
4	Found not sober in Alcohol Breath analyzer test.	Respective Train driver shall not be allowed to drive train thereafter. He/she shall be removed from Train Operation services.
5	Train Operator Not performed Alcohol Breath analyzer test during sign on and sign off.	**Rs.10,000/-** on each instance.
6	Train operator found with mobile phone in switched ON / Not sealed while on duty.	**Rs.1,000/-** on each instance.
7	Train Operators Kit bag found with insufficient / not usable / missing items.	**Rs.500/-** on each instance and if any item missed by the train operator, the same needs to be replenished by the contractor.
8	Train Operator Operating Passenger service not carried KIT bag items	**Rs.1000/-** on each instance.

6.20 Proprietary Rights:

5.20.1	The contractor will be shared with train operation manuals, instructions / guidelines & procedures of BMRCL train operation. These are proprietary of BMRCL and should not be shared with persons not

	related to BMRCL Contract.

6.21 Gender Neutrality:

6.21.1	The contractor is free to induct male or female or transgender as train operator, Crew Controller & Manager - Train operation. However, the nature of work is working at odd hours also as per operational requirement of BMRCL from time to time.
6.21.2	The Contractor shall prepare detailed date-wise, shift-wise, location-wise, and name- wise list/ duty roster of personnel who are deputed to perform the roles as per BMRCL Train operations requirement shared to contractor. The duty roster shall be shared to BMRCL in advance for information, reference for audit and record.
6.21.3	The deployed personnel shall maintain high decorum, to keep standard of BMRCL. Level of integrity shall be beyond suspicion.
6.21.4	Contractor will have to adhere and comply with prevailing all statutory Laws & Regulations.

6.22 Provision of Extra Manpower:

6.22.1	During any urgency or during any special programmes / events etc., the existing manpower as approved by the Unit Head/ED-O&M shall be made available for any other Reaches not covered under scope of work.

6.23 Salary Structure:

Monthly wage details for Train Operators for the period from 01/04/2025 to 31/03/2026

Table1:

SL.No.	Category	Manpower per month		Category	Wage per day & %age	Minimum wages for 26 mandays including Bonus, LWW, NFH, Insurance, PF, & Uniform Allowance per person/ month.
1	**Train Operator**	Manpower including relievers	1	Basic	1,004.74	26,123.33
			2	Bonus on Sl.No.1 Calculated on Ceiling Limit of Rs.21,000/-	8.33%	1,749.30
			3	Leave with Wages [15 days] on Sl.No.1	4.81%	1,256.53
			4	National & Festival Holidays [10 days] on Sl.No.1	3.21%	838.56
			5	**Total**		**29,967.72**
			6	Medical Insurance (GPA and GMC) per person	3.25%	973.95
			7	PF on Sl.No.1 [1/6/18] Calculated on Ceiling Limit of Rs.15,000/-	13.00%	1,950.00
			8	Gratuity	4.81%	1255.93
			9	Uniform Allowance		208.33
			10	**Total**		**34,355.93**

Monthly wage details for Crew Controller for the period from 01/04/2025 to 31/03/2026

Table1:

SL.No.	Category	Manpower per month	Category		Wage per day & %age	Minimum wages for 26 mandays including Bonus, LWW, NFH, Insurance, PF, & Uniform Allowance per person/ month.
1	**Crew Controller**	Manpower including relievers	1	Basic	1,118.54	29,082.16
			2	Bonus on Sl.No.1 Calculated on Ceiling Limit of Rs.21,000/-	8.33%	1,749.30
			3	Leave with Wages [15 days] on Sl.No.1	4.81%	1,398.85
			4	National & Festival Holidays [10 days] on Sl.No.1	3.21%	933.54
			5	**Total**		**33,163.85**
			6	Medical Insurance (GPA and GMC) per person	3.25%	1,077.83
			7	PF on Sl.No.1 [1/6/18] Calculated on Ceiling Limit of Rs.15,000/-	13.00%	1,950.00
			8	Gratuity	4.81%	1,398.18
			9	Uniform Allowance		208.33
			10	**Total**		37,798.19

Monthly wage details for Asst Manager for the period from 01/04/2025 to 31/03/2026

Table1:

SL.No.	Category	Manpower per month	Category		Wage per day & %age	Minimum wages for 26 mandays including Bonus, LWW, NFH,Insurance, PF, & Uniform Allowance per person/ month.
1	**Asst Manager**	Manpower including relievers	1	Basic	1,556.51	40,469.16
			2	Bonus on Sl.No.1 Calculated on Ceiling Limit of Rs.21,000/-	8.33%	1,749.30
			3	Leave with Wages [15 days] on Sl.No.1	4.81%	1,946.57
			4	National & Festival Holidays [10 days] on Sl.No.1	3.21%	1299.06
			5	**Total**		**45,464.09**
			6	Medical Insurance (GPA and GMC) per person	3.25%	1,477.58
			7	PF on Sl.No.1 [1/6/18] Calculated on Ceiling Limit of Rs.15,000/-	13.00%	1,950.00
			8	Gratuity	4.81%	1,945.63
			9	Uniform Allowance		208.33
			10	**Total**		**51,045.63**

BMRCL

Monthly wage details for Manager for the period from 01/04/2025 to 31/03/2026

Table1:

SL.No.	Category	Manpower per month	Category		Wage per day & %age	Minimum wages for 26 mandays including Bonus, LWW, NFH,Insurance, PF, & Uniform Allowance per person/ month.
1	**Manager**	Manpower including relievers	1	Basic	2,715.21	70,595.41
			2	Bonus on Sl.No.1 Calculated on Ceiling Limit of Rs.21,000/-	8.33%	1,749.30
			3	Leave with Wages [15 days] on Sl.No.1	4.81%	3,395.64
			4	National & Festival Holidays [10 days] on Sl.No.1	3.21%	2266.11
			5	**Total**		**78,006.46**
			6	Medical Insurance (GPA and GMC) per person	3.25%	2,535.21
			7	PF on Sl.No.1 [1/6/18] Calculated on Ceiling Limit of Rs.15,000/-	13.00%	1,950.00
			8	Gratuity	4.81%	3,394.01
			9	Uniform Allowance		208.33
			10	**Total**		**86,094.01**

6.24 Additional Clause

6.24.1 The Tenderer shall note that the Award of the Contract or the Notice to Proceed (NTP) in case of the Contract is already awarded, is subject to the opening (Partial or Fully) to the public and operational convenience as per train availability in the Reach-5 and Reach-6. The Tenderer shall not make any claim, in case of any delay in the opening /operation of Reach-5 and Reach-6 section.

6.24.2 The Reach-5 & Reach-6 Section is scheduled to be commissioned and operated in stages. The successful Tenderer shall be required to mobilize the resources and provide Train Operators as per the operating schedule, in a phased manner which shall be notified in the Letter of Acceptance or any other correspondence, at a later date. The same shall in binding on the Operator.

6.24.3 The payment shall be in line with the actual train hour clocked by the Operator.

6.24.4 The Man power at Sl. No. (2), (3) & (4) may be hired or may not be hired depending on the operational requirements. BMRCL shall take the final decision in this regard.

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SECTION - 7

QUALIFICATION CRITERIA – STANDARD FORMS

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Annexure-1

QUALIFICATION CUM TECHNICAL PACKAGE SUBMISSION FORM

Bangalore

__/__/202

From: (Name of the Tenderers)

_____

_____

_____

_____

To:

The Executive Director (O&M),

O&M Wing, Baiyappanahalli Depot,

Bangalore Metro Rail Corporation Limited,

S V Road, Baiyappanahalli, Bangalore 560 038.

Dear Sir/Madam,

Subject: Providing Train Operation Services for Reach-5 & Reach-6 of Phase II.

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Scope of work and any other documents forming part of the Tender document issued under Tender notification no. BMRCL/2025-26/SE0021 dated-------- including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents in duplicate, which includes the following for the said work;

a) Earnest Money Deposit / Tender Security

b) Qualification cum Technical Package

c) Financial Package

I/We hereby agree to execute the Contract in conformity with the Scope of services and Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the Pricing Document attached herewith & made part of the Tender.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Bid Security required by the Tender documents.

We undertake, if our Tender is accepted, to provide the services in accordance with the Stipulated Conditions in the Tender.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10%) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 12 of 'Instructions to Tenderers'.

We agree to abide by this Tender for the Tender validity period specified in Clause 3.3(ii) of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We confirm that we comply with the eligibility requirements as per Section 3: Eligibility and Qualification Criteria of the Tender documents.

Yours sincerely,

Authorized Signature:

Name and Designation of Signatory:

Name of Tenderers:

Address:

(To be submitted duly printed, signed and stamped by the Tenderer on Tenderer's letter pad)

Annexure-2

Format for Power of Attorney for Signing of Proposal

[To be notarized on stamp paper of appropriate value-not less than Rs.100/-]

Or

A copy of Board Resolution to be submitted

POWER OF ATTORNEY

Know all men by these presents, we.....[name and address of the registered office] do here constitute, appoint and authorize Mr./Ms.....[name and residential address] who is presently employed with us and holding the position of .....as our or attorney, to doing our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender for the project envisaging " Providing Train Operation Services for Reach-5 & Reach-6 of Phase II", signing of all documents and providing information/responses to the BMRCL, representing us in all matters before BMRCL, and generally dealing with BMRCL in all matters in connection with our Tender for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us.

These powers are granted to us and shall remain in force till the end and expiry of all the Contract period and the fulfillment of Contractual obligations and liabilities.

For

.....

[Signatures]

[Names, Title and Address]

Accepted

.....

[Signature]

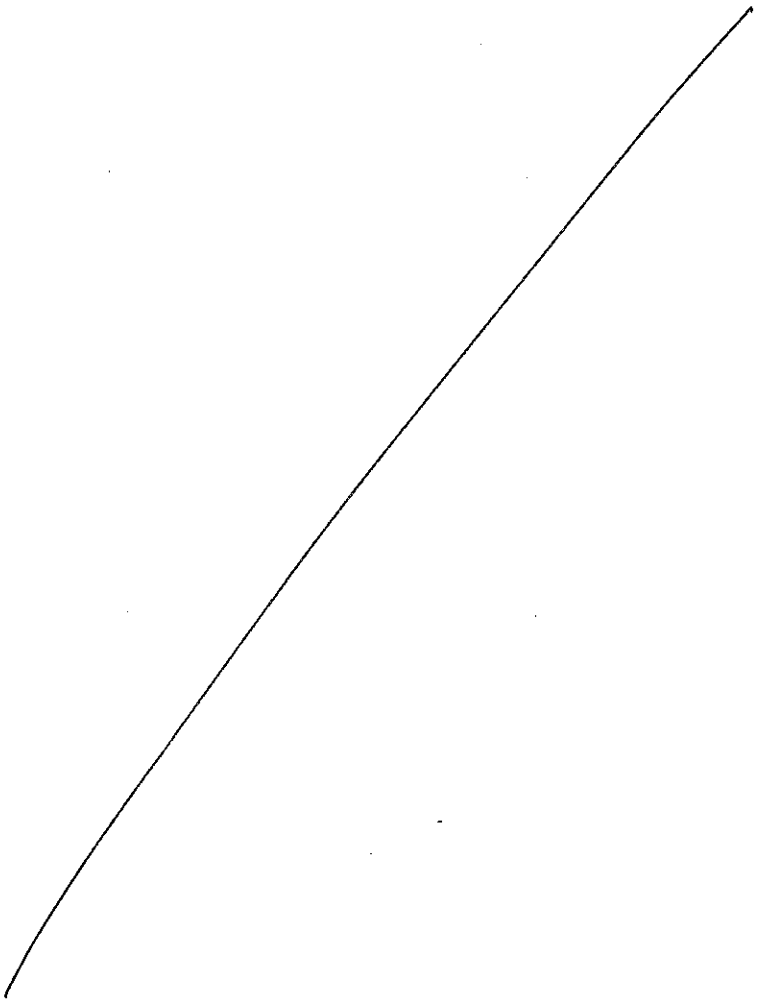
.....

[Name, Title and Address of the Attorney]

Note:

1. *The mode of execution of power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charger documents of the executant [s] and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.*

2. *Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution /power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*
3. *In the event of Power of Attorney holder leaves his employment, the power of Attorney should be given to the person filling his place without lapse of time.*
4. *The power of Attorney should be notarized.*



Annexure-2A

(On the Tenderer's Letter Head)

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

WHEREAS BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL) has invited Bids from interested parties for the "TENDER FOR PROVIDING SERVICES TO BMRCL", Whereas, _____ and_____(collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the award of Contract for "**Providing Train Operation Services for Reach-5 & Reach-6 of Phase II**", in accordance with the terms and conditions of the Bid Document dated_____and other connected documents in respect of the award of License, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary Power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the award of the Contract and the execution of the Contract Agreement.

NOW THEREFORE KNOW ALL MEN BY THETSE PRESENTS

We,_____having our registered Office at _____,M/s. _ having our registered Office at_____, M/s._____having our registered Office at_____and_____having our registered Office at_____(hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered Office_____being one of the Members of the Consortium as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and in the event the Consortium is awarded the License, during the terms of the Contract and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds, or things as are necessary or required or incidental to the submission of its bid for the award of License, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Tenderers and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with BMRCL and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the award of Contract till the Contract Agreement is entered into with BMRCL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS_____DAY OF_____20_____

For_____ For _____(Signature)

(Signature)

(Name and Title) (Name and Title)

Witness:

1.

2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a Board or shareholders" resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

Annexure 3

Techno commercial Experience of the Tenderer

Experience	
Name of the project.	
Name, address and contact details of Client.	
Description of the Contract	
LOA No and Award Date.	
Contract Value (Awarded)	
Contract Value (Completed)	
Period of performance of the Contract	
Quantum of similar work & its value	In case of JV/JVA, actual works executed by the applicant (duly substantiated with client certificate)
Remarks indicating reasons for non-performance or delay, if any.	
Has the work entrusted completed satisfactorily [Attach certificate from an Officer who is entrusted the work]	

The above statement shall be supported by:

1. A certificate issued by the Client clearly stating the scope of the work, cost of the work, copy of the letter of award of providing services in Metro or any company involved with Metro rail operations &Maintenance and date of successful completion.
2. Copy of the joint venture agreement showing the role and Financial percentage participation in the JV, in case the project was executed as a consortium
3. Certificate from statutory auditor certifying date of successful completion of Tenderer's Scope of services of providing skilled manpower services to any Metro rail or any large organizations connected with Metro rail operations & Maintenance.

***Note**: Details of different projects undertaken in the previous years may be filled by making photo copies.*

Only the value of contract is executed by the applicant / member in his own name should be indicated. Where a work is undertaken by a group JV/JVA, only the portion of the contract which is undertaken by the concerned applicant / member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

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Annexure-4

Mandatory Information for Eligibility of the Bid

The form below should be filled by Tenderer along with all supporting documents as stipulated in the relevant rows. Failure to adhere to the format will lead to rejection of Bid.

S.No.	Techno-Commercial Criteria	Details (to be filled by the Tenderer)	Page Nos.
1.	Name of the Tenderer		--
2.	Contact person of the Tenderer designated for the bid along with Telephone, Fax No. and email ID.		--
3.	Full address of the Tenderer with Telephone No. and Fax No.		--
4.	Details of Earnest Money for Amount Rs. _____(Rupees_____only) in the form of Bank Draft in favour of BANGALORE METRO RAIL CORPORATION LIMITED, payable at Bangalore		--
5.	Specify the Legal Status of Tenderer: Company / Individual		--
6.	In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and date of commencement of business		
7.	In case of Firm, registered under the Partnership Act 1932, please enclose details of Partners along with Certificate of		
8.	PAN of the Tenderer **(Please enclose the attested photocopy of PAN card issued by Income Tax Department)**		
9.	Service Tax Number of the Tenderer **(Please enclose self-attested photocopy of GST Registration Certificate issued by relevant authorities)**		
10	PF Registration of the Tenderer **(Please enclose self attested photocopy of Provident Fund Registration)**		
11	Copy of licence under Contract Labour Act, 1970 (please enclose self attested copy)		

12	Insurance Registration **(Please enclose self attested photocopy)**		
13	Turnover of the Tenderer for the preceding five years, viz. 2019-20,2020-21,2021-22,2022-23 and 2023-24 **(Please enclose a statement duly certified by Chartered Accountant i.e. Annexure - 5)**		
14	Profit and Loss statement for five years, viz. 2019-20,2020-21,2021-22, 2022-23 and 2023-24 **(Please enclose a statement duly certified by Chartered Accountant)**		
15	IT Returns for last 3 financial years		
16	Proof for submission of bid fee		
17	Certificates of Work Experience		
18	Tender Form		
19	Power of Attorney		
20	Declaration Form		

Note :

1 The Details as required in must be submitted with supporting documents for each of criteria mentioned at each rows. Failure to submit details may be liable for Disqualification

2 Bids with alterations shall be attested by the Tenderer.

I/We_____do hereby declare that the entries made are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted Attorney.

I/We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, BMRCL will have the right to summarily reject the bid, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.

(Signature of the Tenderer) Seal

Date :

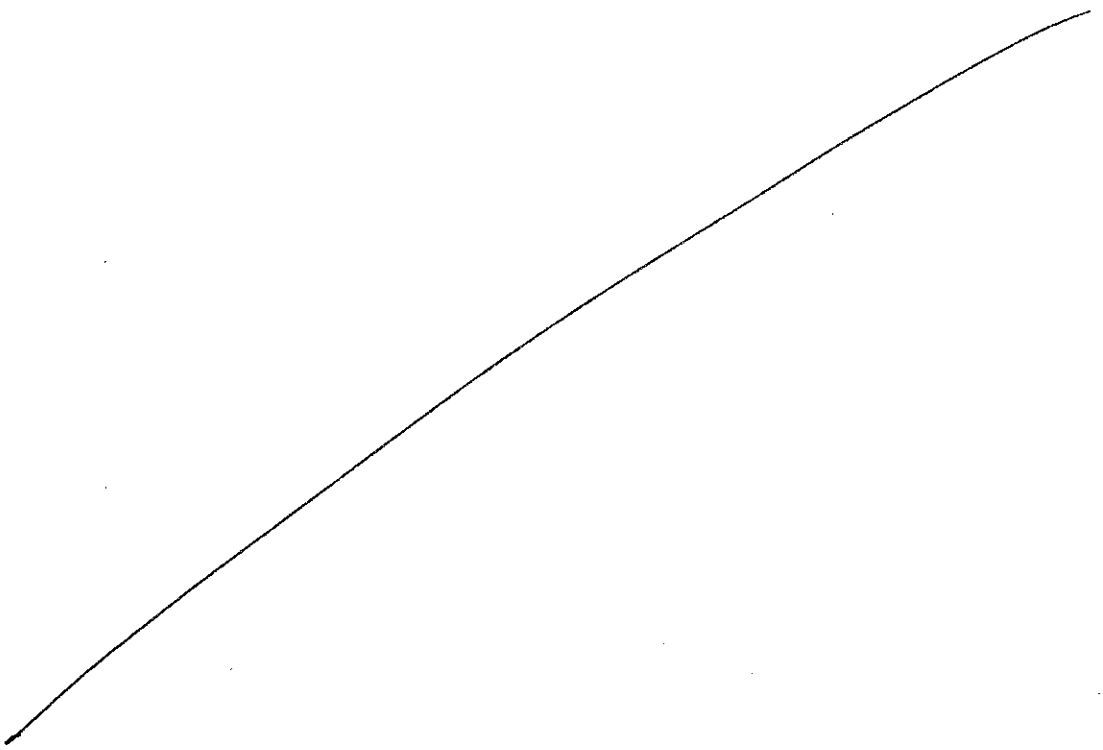
Name :

Address

Annexure 5

CERTIFICATE REGARDING TURN-OVER OF TENDERER DURING THE LAST FIVE [5] FINANCIAL YEARS

I / We, _____, Chartered Accountants, certify that the figures regarding Annual Turnover for each of the 5 [Five] Financial Years mentioned below in respect of M/s. _____are true and found correct as per their Books of Accounts and other related records.



Sl. No.	Description	Financial Year 2019-20/2019	Financial Year 2020-21 /2020	Financial Year 2021-22/2021	Financial Year 2022-23/2022	Financial Year 2023-24/2023
		In Rupees	In Rupees	In Rupees	In Rupees	In Rupees
1	**Total Assets**					
2	**Current Assets**					
3	**Loans & Advance**					
4	**Total Liabilities**					
5	**Current Liabilities**					
6	**Provisions**					
7	**Profit before interest and Tax**					
8	**Profit before Tax but after interest**					
9	**Profit after Tax ***					
10	**Net worth****					
11	Total Debt (including current Liabilities) /Total Equity (including Preference capital)					
12	**Banking Limit (along with copy of Bank certificate).**					
13	**Annual turnover from the Consultancy works only**					

**shall be positive for at least 2 years*

Note:

1. The form below should be filled by Tenderer along-with all supporting documents as stipulated in the relevant rows.
2. For JV / Consortium; **all partners** to provide the details provide details of annual revenues for each head, as applicable, for the last 3 financial years.
3. Attach copies of the audited balance sheets, including all related notes, income statements, copy of the IT returns for the last five years, as indicated above, complying with the following conditions.
4. Not used.
5. Financial statements must be audited by a **Chartered Accountant.**
6. Financial statements must be complete, including all notes to the financial statements.
7. Financial statements must correspond to accounting periods already completed and audited (no statement for partial periods will be accepted).
8. Not used.

..... (Chartered Accountant's Signature & Date Tenderer's signature and

Name

Name of the CA: Name of the Authorized

Signatory

Chartered Accountant's Seal Tenderer's Seal

CA Registration Number:

CA"s Address:

CA"s Telephone / Fax Number

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Annexure 7

CHECKLIST OF DETAILS / DOCUMENTS TO BE SUBMITTED

S. No	Details / Documents submitted	Whether complied – please indicate „Yes"or „No".
1	Have you attached the photocopy of receipt issued by BMRCL (when tender document is directly purchased from BMRCL), or have you attached Bank Draft for the amount of Tender Document Cost.	
2	Have you attached the details of payment towards EMD & Tender fee.	
3	Have you submitted Covering letter for Qualification cum Technical package your letter head as in proforma given in Annexure-1.	
4	Have you attached Power of Attorney for signing the Tender Document as in proforma given in Annexure-2.	
5	Have you attached details of Techno Commercial experience as in Annexure-3 along with turn over details furnished as in Form Annexure - 5.	
6	Have you attached mandatory information for eligibility of the Bid with all certified copies as stated vide Annexure-4.	
7	Have you attached certificate for non-engagement of middlemen or agent as per proforma in annexure-15 .	
9	Have you signed all pages of the Tender Document. (To be signed by the authorised signatory as per the Power Attorney given in Annexure-2).	
10	**Have you quoted rate per annum in the Financial Bid as per proforma given in the document.**	
11	Have your attached declaration about not being black listed company in Rs.10/- stamp paper and notarized	
12	Have you attached declaration towards non tampering of tender document in company letter duly signed and stamped by the Tenderer	
13	Documents to be submitted in originals a) Annexure-2 b) Annexure-2A c) Annexure-7 d) Annexure-9 e) Annexure-13 f) Annexure-19 g) Annexure-20 h) Annexure-23 and i) Any other Document as may be sought by BMRCL	

Seal of the Tenderer Signature:.....

Name of Authorised signatory:.....

Date :

Place:

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Annexure 7

DECLARATION BY TENDERER

(On Company's letter head)

S.No	Criteria	Yes	No
1	Has the Tenderer abandoned any work in the last five years?		
2	Has the Tenderer's contract with any organization has been terminated due to poor performance?		
3	Has the Tenderer's Security Deposit for any contract has ever been forfeited in any Government / PSUs/ Metro Railways?		
4	Has the Tenderer been involved in frequent litigations in last five years?		
5	Has the Tenderer suffered insolvency/bankruptcy in the last five years?		
6	Has the Tenderer been blacklisted by any organization?		
7	Has any misleading information is given in the tender?		
8	Is the Tenderer is financially not sound to perform the work?		
9	Is the Tenderer's net worth negative?		
10	Have you engaged any Middle men /agent to advance your tender		

Note: „Yes" answer to any of the above 1 to 10 points shall disqualify the Tenderer. The Tenderer should also enclose the following undertaking on Rs.100/- non-Judicial stamp Paper duly notarized as per the format given below along with the Technical Bid.

UNDERTAKING FOR INITIAL FILTER CRITERIA

Sub: - Providing Train Operation Services for Reach-5 & Reach-6 of Phase II

1 I, Mr./Ms.(Authorized Signatory) on behalf of _____(Company's Name) having its registered office at_____, hereby confirm, declare and undertake that the information given in the Initial filter Criteria is true and nothing has been concealed or misrepresented.

2 BMRCL is free to verify the information given by the undersigned in the Initial Filter Criteria. If any submission by us is found false or misleading at a later stage, even after completion of the tender process, then BMRCL may annul the award and forfeit our EMD (if any held with BMRCL) and Performance Security (if any available with BMRCL). Further, in such a case, we may be banned for future tenders of BMRCL.

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

Seal of the Authorized Signatory

Annexure 8

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer GCC clause .....)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To

Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security* for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor.* In pursuance to this M/s. _____(the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.
3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.
4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the

Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:
   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.
8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.
9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without

delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.
11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.
12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.
13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*
14. This Bank guarantee shall be valid till _____*[Date to be mentioned].*
15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:
    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*

2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

Annexure 9

(On Stamp Paper face value of Rs. 100/-)

INDEMNITY BOND

Date:.

THIS DEED OF INDEMNITY made at Bangalore, on _____ by M/s. _____ having their Registered Office at _____ (hereinafter referred to as "Contractor" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, assigns, successors, executors and/or administrators) of the ONE PART in favour of Bangalore Metro Rail Corporation Limited (A Joint Venture of Government of Karnataka & Government of India), a Company Registered under Indian Companies Act, VII of 1913, having its Registered Office at B.M.T.C Complex, IIIrd Floor, K.H.Road, Shanthinagar, Bangalore – 560 027 (hereinafter referred to as the "Company", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and assigns) of the OTHER PART.

WHEREAS the Company has awarded to the Contractor, a Contract for the "**Providing Train Operation Services for Reach-5 & Reach-6 of Phase II**" (hereinafter called the "Contract");
AND WHEREAS it is one of the conditions of the Contract that the Contractor shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the said Contract by the Contractor including but not limited to the observance and compliance of The Contract Labour(R & A) Act,1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Industrial Disputes Act, 1947, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, The Maternity Benefit Act, 1961; Inter State Migrant Workmen (RECS),1979, The Employee's Deposit Linked Insurance Scheme, 1976, and other Labour Laws (hereinafter referred as the 'Laws').
And whereas to safeguard the Company from any kind of claim and / or demand in the event of failure in observance or non compliance of any such laws by the Contractor, the said Contractor is executing this Deed of Indemnity.

NOW THIS DEED WITNESSETH AS UNDER:

That in the event of any liability arising out of failure to observe or non-compliance of any such 'Laws' by the Contractor in discharge of the said Contract, the Contractor shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the Company shall not be liable for any such liability(ies). The Contractor indemnifies and keeps harmless the Company at all times from and against any and all such liabilities, costs, damages, claims, penalties, interest, expenses, losses, demands, fines, legal liability ,causes of action, injury to persons, etc. which may be suffered, incurred, undergone and / or sustained by the Company including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that may be made or taken or arise on the same by any person, body, authority, government, judicial / quasi judicial authority due to the failure or non compliance of

any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.

This indemnity shall be in accordance with the laws of India and any dispute between the parties as regards the Contract of indemnity shall be settled in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, including the method and manner of appointment of the Arbitrators. The place of Arbitration shall be at Bangalore and the Courts of Bangalore shall have the proper jurisdiction.

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
by the within named "CONTRACTOR")

_____ _____

(Authorized Signatory) Rubber Stamp of Firm/Company

Name :

Designation :

in presence of
Witness

Name & Address of Witness Signature

Annexure 10

Not Used

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Annexure 11

Medical Examination as per A1 Medical Standards

Sl. No.	Description of Tests
1.	**All Medical tests describes in "Seminar on Medical Examination update" by Medical department, Chinmaya Mission Hospital or any such hospital prescribed by BMRCL.** **Part 1 – Tests:** 1. Chest X- Ray 2. ECG 3. CBC 4. FBS/PPBS 5. Urine Complete Examination 6. BUN 7. Serum Creatinine 8. Lipid Profile **Part 2 – Medical Check-up including:** **1.** ENT check-up by ENT specialist. **2.** Eye check-up by Ophthalmologist. **3.** Audiometry by concerned specialist - normal hearing in speech frequencies. **4.** General check-up by the Physician and Specialist consultation including by the Neurologist, Cardiologist, Orthopaedic, Gynaecologist etc.
2.	**Distant vision - 6/6,6/6 without glasses with fogging test (must not accept +2)** **Near Vision Sn. 0.6, 0.6**
3.	**On Vision Test, the examiner should specifically mention in the report that;** (i) Contact lenses are not being used, (ii) No Intra Ocular Lens implant is present and (iii) No Radial Keratotomy has been done.
4.	Train Operations personnel should be mentally agile with normal reactions. Should undergo prescribed tests conducted by NIMHANS/Bangalore or at the hospital referred by BMRCL.

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Annexure 12

TRAINING FOR TRAIN OPERATING PERSONNEL

The syllabus and training shall include minimum following but not limited to :

Syllabus:

1. Induction & Orientation
2. Metro Railway General Rules and Procedures
3. First Aid, Fire Fighting and Security
4. Signaling (BMRCL signaling System) and train control System (ATP (Automatic Train Protection), ATO (Automatic Train Operation) & ATS (Automatic Train Supervision) etc.)
5. Platform Screen Doors (PSD) & Telecommunication Systems (Passenger Information Display System, Passenger Announcement System (PAS), Closed Circuit Television (CCTV)) etc..
6. Rolling Stock System.
7. Train Operation in normal & degraded mode.
8. Familiarization of Operation Control Centre (OCC), Depot Control Centre (DCC) & Crew Control Office.
9. Test Track Train handling & main line Train handling.
10. Training Evaluation
11. Written Exam and VIVA - VOCE
12. Review and renewal of competency certificate

In addition to above, training on following shall be included but not limited to :

1) Standard Operation Procedure (SOP) for Train Operation
2) Safety Manual.
3) Metro Railway O&M Act
4) Disaster Management Manual.
5) Special Instructions to MRGR.
6) Instructions, SOBs etc..

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ANNEXURE 13

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at ..... (hereinafter referred to as the

"First Part"

which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at (hereinafter referred to as the

"Second Part"

Which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at (hereinafter referred to as the

"Third Part"

which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 or registered under the Partnership, Act 1932} and having its registered office at ..... (hereinafter referred to as the

"Fourth Part"

which expression shall, unless repugnant to the context include its successors and permitted assigns)} the above mentioned parties of the FIRST, SECOND, THIRD and FOURTH PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS:

(A) BMRCL has invited Bids by its Bid Document dated ---------- (the "Document") for submission of bids for the award of Contract for "TENDER FOR Providing Train Operation Services for Reach-5 & Reach-6 of Phase II"

(B) The Parties are interested in jointly bidding for the award of Contract as members of a Consortium and in accordance with the terms and conditions of the Document and other bid documents in respect of the award of License.

(C) It is a necessary condition under the Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions** and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Document.
2. **Consortium**: The number of Parties will be shown here, as applicable, however subject to a maximum of four.

2.1.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process forward of the License.

2.1.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for the award of License, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Tenderer and awarded the License, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a Contract Agreement with BMRCL and for performing all its obligations as the Contractor in terms of the Contract Agreement for rendering the desired services desired under the License.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Contract Agreement when all the obligations of the SPV shall become effective;
b. Party of the Third Part maybe the {Financial Member of the Consortium} and
c. Party of the Fourth Part maybe the {Operation and Management Member of the Consortium}
d. The roles can be interchanged among the parties, except the first party.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the award of Contract and the services desired

under the Contract in accordance with the terms of the Document and the Contract Agreement.

6. Shareholding in the SPV

a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:
Second Party:
Third Party*:
Fourth Party*:

* if available Strike out whichever is not applicable.

b. The Parties undertake that highest subscribed and paid up equity share capital of the SPV shall, at all times till five years or till the extended tenure of the contractors the case may be from the date of commencement of the License, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of qualification for the award of the Contract in terms of the Document.

c. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times during the tenure of contract or till the extended tenure of the contract from the date of commencement of the License.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. Require any consent or approval not already obtained;
ii. Violate any Applicable Law presently in effect and having applicability to it;
iii. Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
iv. violate any clearance, permit, grant, contract or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the

financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Contract Agreement, in case the Contract is awarded to the Consortium. However, in case the Consortium is not awarded the License, the Agreement will stand terminated upon return of the Earnest Money by BMRCL to the Tenderer, as the case may be

9. Miscellaneous

a. This Joint Bidding Agreement shall be governed by laws of India.
b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of BMRCL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THISAGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of
LEAD MEMBER by: SECOND PARTNER

(Signature) (Signature)

(Name) & (Designation) (Name) & (Designation)
(Address) (Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Members

Annexure-14

BMRCL AUDIT

TO WHOMSOEVER IT MAY CONERN

Ref: Tender Document No: BMRCL/2025-26/SE0021

I / We, ... hereby affirm, after careful study of the tender documents confirm, the rights of BMRCL to have an audit of its own or engaging third party in the course of the Contract period and the result of such audit is binding on us.

Authorized Signatory

(Name)

Seal

Date:

Place:

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Annexure -15

NON - ENGAGEMENT OF MIDDLEMAN

TO WHOMSOEVER IT MAY CONERN

Ref: Tender Document No: BMRCL/2025-26/SE0021

This is to confirm and certify that I / We,.....in the process of bidding this tender, not have engaged any middleman or agency to advance our tender.

Authorized Signatory

(Name)

Seal:

Date:

Place:

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Annexure 16

(FORM OF BANK GUARANTEE FOR TENDER SECURITY /

EARNEST MONEY DEPOSIT

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,

Bangalore Metro Rail Corporation Limited (BMRCL)

3rd Floor BMTC Complex,

K.H. Road, Shanthinagar

Bengaluru- 560027.

Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Tenderer" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").
2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).
3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____branch on behalf of the tenderer.
4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within

the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below: *Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address:* _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	**Particulars**	**Details**
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.
8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.
9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.
10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the

Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.
12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____& _____respectively.
13. The Bank's liability under this Guarantee shall not exceed the amount of _____*[Indian Rupees to be specified in words and figures].*
14. This guarantee shall be valid till _____*[Date to be mentioned].*
15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',

    or

    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be stated in the e-BG.*

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Annexure -17

FORMAT OF NO CLAIM CERTIFICATE BY CONTRACTOR

Name of the Company: _____

Contract No. and Date: _____

Know all men by these presents that_____[insert name of Contractor and address] , (**"Contractor"**) for and in consideration of the receipt of sum of Rs. _ /- [insert amount in words] (amount should be gross amount of final invoice) from BMRCL ( ), having its registered office at_____representing full and final payment against all our dues from BANGALORE METRO RAIL CORPORATION LIMITED (**"BMRCL"**), hereby releases and forever discharges BMRCL, of all claims, demands or dues whatsoever in any manner arising out of or related to all works/ service rendered by the Contractor to BMRCL till date.
In consideration of BMRCL of agreeing to make the aforesaid final payment, the Contractor hereby represents, warrants and confirms that:

(i) We have no claim/demand dues of any nature outstanding against BMRCL excepting the final due amount of the R A Bills and final bill of Rs.___/- [in words].

(ii) All sums due or becoming due all debts, accounts damages, obligations, claims and demands of every nature and kind whatsoever in any manner arising out of or related to labour work performed or materials and equipment furnished in connection with or incidental to the works have been paid and satisfied in full by BMRCL.

(iii) We shall indemnify and hold harmless BMRCL and their respective successors and assignees from any claim demand, lien, judgment attachments, costs and expenses related thereto in any manner arising out of or related to the work rendered till date to BMRCL.

(iv) We agree to the measurement incorporated and certified in all our bills including the final bill for the work done and accept the full and final settlement of all dues in respect of work carried out at the disposal of BMRCL.

The Contractor confirms that this 'No Claim' certificate shall be binding on all its group companies, successors and assigns.

In witness whereof the Contractor has caused this instrument to be executed by them on this date:

Signature of authorized

representative of Contractor: Name: _

Designation: _____

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Annexure -18

FORMAT OF CERTIFICATE FOR RELEASE OF FINAL PAYMENT

With reference to Contract No._____("**Contract**") as amended between [insert name of the Contractor] ("**Contractor**") and BANGALORE METRO RAIL CORPORATION LIMITED ("**BMRCL**") for __(scope of work in brief with location), the undersigned hereby certifies and represents that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labour, services, materials and equipment supplied to the foregoing premises and / or used on connection with its work under said Contract.

The undersigned further certifies that to its best knowledge and belief, each of its suppliers, consultants, agents and personnel engaged for performance of services has received full payment of all costs, charges and expenses incurred by them or on their behalf for performance of the work, labour, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the undersigned's services under said Contract.

In consideration of Rs._____/- [insert gross amount of final invoice] as final payment under the Contract, the undersigned hereby unconditionally releases and forever discharges all premises and property of BMRCL from all claims, liens and obligations of any nature whatsoever arising out of or in connection with the performance of the Contract and all amendments thereto except as set forth below.

NONE

(Note: If none, write 'None' in space above. Any claims excepted must be described and the specific amount claimed must be set forth).

As additional consideration for the final payment, the Contractor agrees to the fullest extent permitted by law to indemnify and hold harmless BMRCL from and against all costs, losses, damages, claims, causes of action, judgments and expenses including attorney's fees arising out of or in-connection with claims against BMRCL, which claims arise out of the performance of the services under the Contract and which may be asserted by the Contractor or any of its suppliers, representatives, officers, agents or employees, except for those claims listed above and except for claims arising out of the sole negligence or wilful misconduct of the party indemnified or held harmless.

The foregoing shall not relieve the undersigned of its obligations under the provisions of said Contract, as amended, which by their nature survive completion of the services including, without limitation, warranties and indemnities.

Executed this ..... Day of....., 20 .

Signature of authorized representative of Contractor

Name: _____

Designation: _____

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Annexure -19

(To be executed on stamp paper of appropriate value)

FORMAT OF UNDERTAKING FOR COMPLIANCE OF LABOUR LAWS

I,_, a Director of_____ do hereby declare and undertake on behalf of .....as under:

(i) That in the capacity of being chosen as an independent Contractor of BANGALORE METRO RAIL CORPORATION LIMITED, I on behalf of my company have complied with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 ("**CLRA Act**") by holding a valid licence under the CLRA Act and the rules thereto and have paid the wages for the period from ..... to.....during performance of the Services to all personnel engaged by my company as per the wages prescribed under Applicable Law and no dues are payable to any personnel engaged by my company.

(ii) That all the eligible employees are covered under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 and the contributions have been deposited under our company code numbers for the period as mentioned above and as such no amount whatsoever is due.

(iii) I further declare and undertake that in case any liability pertaining to my employees, or any personnel engaged by my company is to be discharged by BMRCL for any lapse/non- compliance of my company, I undertake on behalf of my company to reimburse the same from any dues payable to us by BMRCL.

Signature of authorized representative of Contractor

Name: _____

Designation: _____

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Annexure -20

Not Used

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CONTRACT AGREEMENT FORM

This **Contract Agreement** (hereinafter called the **"Contract"**) is made at Bengaluru on the ..... day of..... 20..., by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956, and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its General Manager-Operation (O&M), authorized to sign and bind the Company, with its registered and Corporate office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka, hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s---------- having their office/ principal place of business at ----------represented herein by Mr. _____, ----------, authorized to sign and bind the Company, under the Power of Attorney dated ....., who shall be responsible to the Employer under the Contract for the Bangalore Metro Rail Corporation Limited as per the conditions agreed to by the Employer, hereinafter referred to as the "---------" or **"CONTRACTOR"** as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,

Hereinafter, BMRCL/Employer and /Contractor are collectively referred to as **"Parties"** and individually as **"Party"**

WHEREAS, the Employer invited Tenders with Notice Inviting Tenders [NIT] vide GeM Bid No----------for the work of **"Providing Train Operation services for Reach-5 & Reach-6 of Phase II"** and the Contractor has in response to the aforesaid NIT offered a Tender for the said work under the Terms and Conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees to **Providing Train Operation Services for Reach-5 & Reach-6 of Phase II** vide Tender **No.** ---------- hereinafter referred to as the **"Services"** under the terms and conditions specified in this Contract Agreement and the other Contract Documents, forming part thereof.

Now THEREFORE the parties hereby agree as follows:

Clause 1: Words and Expression

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents

The following shall be deemed to form and be read and construed as a part of this Contract Agreement.

(a) Letter of Acceptance No. ..... dated .....
(b) Date of commencement of the contract -From: 00/00/202.. as per Notice to Proceed issued vide letter No .....dated .....
(c) Instructions to Tenderers
(d) General Conditions of Contract [GCC]
(e) Special Conditions of Contract [SCC]
(f) Scope of Service
(g) Pricing Document
(h) Contractor's 'Qualification cum Technical' and Financial proposals
(i) Bank Guarantee for performance Security: BG/e-BG No.---------- dated----------Bank:
(j) All correspondence between the Tenderer/s and BMRCL from the date of issue of NIT and the date of issue of this LOA.
(k) Any other document forming part of this Contract.

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein.

Clause 3: Integration:

The "Employer" and the "Contractor" agree that the Contract Agreement, together with other Contract documents, referred to in clause 2 above, expresses all of the agreements, understandings, promises and covenants of the parties, and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4: Contract Price and completion Time.

The Contract price as per General Conditions of Contract) and completion time for executing the works under the Contract are as specified below:

1.	Accepted amount of contract	Rs. (Indian Rupees ----------only)
2.	Date of Commencement of service	0/00/0000 as per Notice to Proceed (NTP) dated 00/00/0000
3	Completion period	60 Months i.e., up to 00/00/0000

Clause 5: Obligations of the Contractor

a. The Contractor shall ensure full compliance with statutory requirements and tax laws of India with regard to this Contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the BMRCL fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

b. The staff/labour recruited by the Contractor will be the sole responsibility of the Contractor and BMRCL will not be involved in it in any way. The staff / labour so recruited by the Contractor will not have any right whatsoever at any stage to claim employment in BMRCL.

c. The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "**Providing Train Operation Services for Reach-5 & Reach-6 of Phase II**" which includes supply of TOM personnel and other works/facilities required for OR incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by, the Contract.

d. That the number **Operators** will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. O/o GM-Operation, O&M Wing, BMRCL, Bengaluru will be under no obligation to engage any specific number of Contractor's workers during the period of contract. BMRCL reserves the right to deploy lesser number of staff as demanded by the ground realities or extraordinary situations and would regulate payment accordingly as per actual deployment

e. BMRCL or a person authorized by him reserves the right to;

   - Terminate this contract by giving notice of three months in advance any time during the contract.
   - To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
   - To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.

f. That the Contractor will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.

g. If the Contractor becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Managing Director, BMRCL or a person authorized by him BMRCL the contract and forfeit the said deposit and recover from the contractor any loss suffered by the BMRCL on account of the contract being terminated.

h. If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration under the Arbitration Act, 1940 mutually agreed between the

parties in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.

i. The Contractor shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Managing Director, Bangalore Metro Rail Corporation, or a person authorized by him.

j. That the contractor shall keep BMRCL indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case BMRCL is made party and is supposed to contest the case, BMRCL or any authorized person will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to BMRCL on demand. Further, the contractor will ensure that no financial or any other liability comes on BMRCL in this respect of any nature whatsoever and shall keep BMRCL or any authorized person that the contractor shall further keep BMRCL indemnified against any loss to BMRCL or any authorized person. BMRCL shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

k. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the Tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.

l. The Security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by BMRCL on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

m. In case of any discrepancy in the contract agreement in respect of Tender document, the Tender document will prevail.

Clause 6: Obligation of the Employer

The 'EMPLOYER' agrees, subject to the terms and conditions of the Contract, to pay the Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7: Governing Law

This Contract is construed and enforceable under the applicable laws of the Republic of India.

Clause 8: Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9: Notices

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

To Employer:

The General Manager-Operation (O&M)
Bangalore Metro Rail Corporation Ltd.
O&M Wing, Baiyappanahalli Depot,
Administrative Building,
S V Road, Baiyappanahalli,
Bengaluru- 560038.

To Contractor:

Clause 10: Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by the authorized signatories as of the day and year first above written

Bangalore Metro Rail Corporation Limited **M/s.**

[Employer] **[Contractor]**

(----------) (----------]
General Manager -Operation (O&M)

WITNESS **WITNESS**

( ) ( )

( ) ( )

Registration of Contract Agreement:

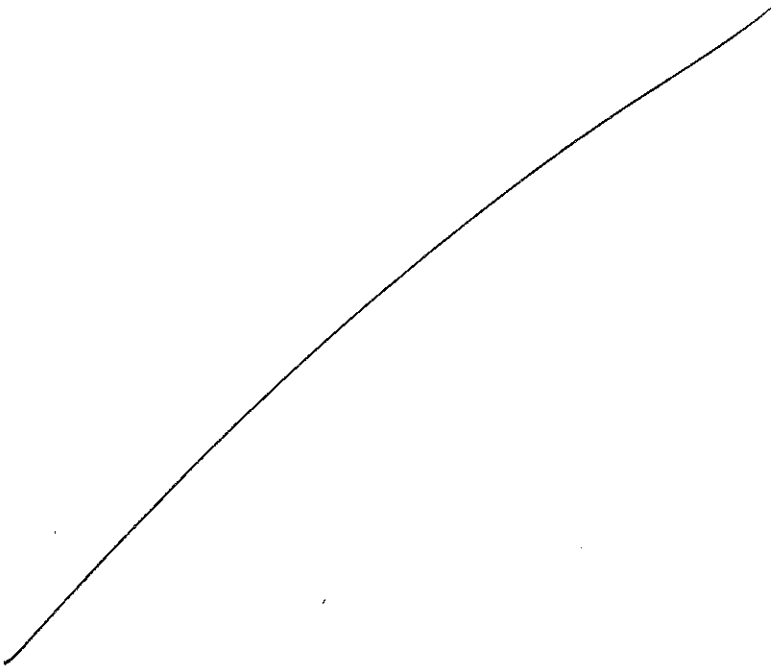
The successful Tenderer shall be required to execute an agreement on the format approved and supplied by BMRCL on stamp papers of appropriate value (to be registered with the Sub-Registrar, Bengaluru) at his own cost.

*The Stamp Duty Cost shall be borne by the Tenderer.

This Contract Agreement form may be modified as considered necessary at the time of finalization /signing of the Contract Agreement.

** *Blanks to be filled by the BMRCL at the time of finalization of the Form of Agreement.*

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.



ANNEXURE 22

UNDERTAKING

1. We M/s.....[Name of the Tenderer] herein after called "the Tenderer" do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tendering document while performing the Contractual obligations relating to "Providing Train Operation Services for Reach-5 & Reach-6 of Phase II" Bangalore. We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

2. Further, we undertake that in the event of us being awarded a Contract, will provide an Indemnity Bond on stamp paper before signing of the Contract. As an acknowledgement for the same, Indemnity Bond on our letter head duly signed is furnished herewith. In case of non-fulfilment of the same from our end, BMRCL reserves the right to terminate the Contract and forfeit the Performance Security at its discretion.

3. We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to Tender condition &specifications.

Yours faithfully

Place:
Tenderer

Date:

Signature & seal of the

Name

Designation

Seal

Phone

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ANNEXURE 23

FORMAT OF DECLARATION TOWARDS LITIGATION / ARBITRATION / DEBARMENT / BLACKLISTING

This is to certify that M/s _____a reputed and certified **Providing Train Operation Services for Reach-5 & Reach-6 of Phase II** has **NOT** been involved in any Litigation / Arbitration and **NOT** been Black listed /Debarred by any Central/ State Government/ Large PSUs/ Nationalized Banks/ Metros/ Railway/ Airports/ Large Private Sectors/ Reputed Organizations during the last Seven (7) years.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Place: Signature

Date: Name and Designation

Seal of the Company

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ANNEXURE 24

[On the Tenderer's letter head]

CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM TENDERERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

I/We have read the clause regarding restrictions on procurement form a Tenderer of a country which shares a land border with India (Restrictions in regard to procurement from the Tenderers from countries sharing land borders with India and in this regard I/We certify that (Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

(a) I/We certify that I am not from such a country; or

(b) I/We am from such a country and have been registered with the Competent Authority. I/We hereby certify that I/We fulfil all requirements in this regard and eligible to be considered. Evidence of valid registration by the Competent Authority is attached."

.....

Signature and seal of Tenderer/Representative(s)

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[On the Bank's Letter Head]

Annexure - 25

Date:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing and maintaining [Type of account] ..... bearing account No. ..... with our .....branch.

The firm shall be sanctioned a sum of Rs..... [Rupees.....] as overdraft / credit facilities to meet the working capital requirements, in case of the firm gets the contract against **Tender No**. ----------

Sd/-

Name of the Bank, Bank Branch

Head

Address: .....

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ANNEXURE-26
HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY
(to be completed by the Tenderer)

Tenderer's Name: _____	Date: _____
Tender No. and title: _____	Page _____ of _____ pages

(Note: Tick√ appropriate box and provide the relevant details as applicable)

(A) Non-Performed Contracts:

☐ Contract non-performance did not occur in last five (5) years as specified in Eligibility and Qualification Criteria (Details to be furnished).

☐ Details of Contracts where work is abandoned, work are partially completed or contract has been terminated for failure to perform in last five (5) years*.

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

(B) History of Liquidated Damages and Penalty

☐ Not paid liquidated damages or penalty of more than 5% of contract value in last five (5) years* * in any Government Organisation (State/Central/PSUs), Metro Rail.

☐ Details of Contracts where Tenderer paid Liquidated Damages or paid penalty of more than 5% of the Contract value due to delay or due to any other reason in the last five (5) years* in any Government Organisation (State/Central/PSUs), Metro Rail.

Year	Penalty/ LD paid	Contract Identification	Total Contract Amount
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for Levy of LD/Penalty: *[indicate main reason(s)]*	*[insert amount]*

(C) Pending Litigation, in accordance with Section III, Eligibility and Qualification Criteria

☐ No pending litigation in any Government Organisation (State/Central/PSUs), Metro Rail, in accordance with Section 6, Eligibility and Qualification Criteria.

☐ Pending litigation in any Government Organisation (State/Central/PSUs), Metro Rail, in accordance with Section 6, Eligibility and Qualification Criteria indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	

(D) Litigation History

Tenderer, should provide information on any history of litigation or arbitration resulting from Contracts completed and under execution in any Government Organisation (State/Central/PSUs), Metro Rail.

Year	Award FOR or AGAINST Tenderer	Name of client, cause of litigation/arbitration, and matter in dispute	Disputed amount (current value in, INR equivalent)

Note:

1. * *Last five (5) years means the period counted from 28 days prior to the date of submission of Tender.*

By virtue of my signature below, I confirm and verify to my best knowledge and belief that the firm/ company represented by me has not been debarred/ blacklisted by any Government of India/ State Government in India/ Central or State Government Undertaking as on the due date of submission of Tender.

SIGNATURE OF THE TENDERER

SECTION 8

FINANCIAL BID

Pls refer Vol 2.

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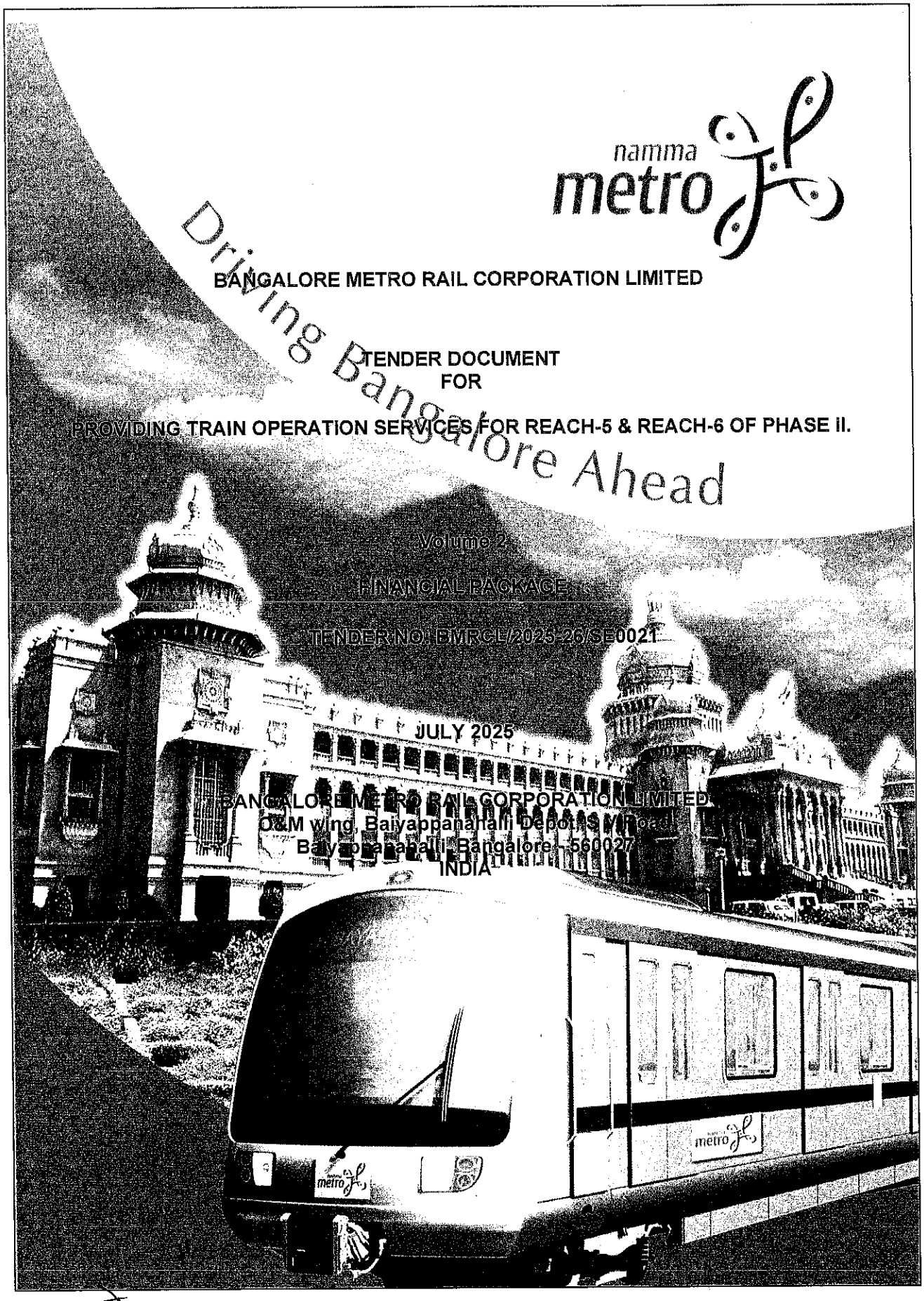

BANGALORE METRO RAIL CORPORATION LIMITED

TENDER DOCUMENT FOR

PROVIDING TRAIN OPERATION SERVICES FOR REACH-5 & REACH-6 OF PHASE II.

Volume 2

FINANCIAL PACKAGE

TENDER NO. BMRCL/2025-26/SE0021

JULY 2025

BANGALORE METRO RAIL CORPORATION LIMITED
O&M wing, Baiyappanahalli Depot, SM Road
Baiyappanahalli, Bangalore - 560027
INDIA

BMRCL

Tenderer

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SECTION - 9

PRICING DOCUMENT – STANDARD FORMS

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SECTION 9

PRICING DOCUMENT – STANDARD FORMS

1. Financial Package Submission Form

2. Summary of Total Cost

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FINANCIAL PACKAGE SUBMISSION FORM

Bangalore
__/__/2025

From: (Name of the Tenderer)

_____
_____
_____
_____

To:

The Executive Director[O&M],
Bangalore Metro Rail Corporation Ltd
O&M wing, Baiyappanahalli Depot,
SV Road, Baiyappanahalli ,
Bangalore 560038.

Sir,

Subject: PROVIDING TRAIN OPERATION SERVICES FOR REACH-5 & REACH-6 OF PHASE II.

We, the undersigned, offer for providing Train Operation services for Reach-5 & Reach-6 of Phase II in accordance with your Notice Inviting Tender dated [Date]. Accordingly, we are enclosing the Financial Package.

Our financial proposal shall be binding upon us and shall be valid for **180 days** from the latest date of submission of Tender as specified in the NIT, subject to extension with mutual consent.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Designation of Signatory:
Name of the Tenderer :
Address:

BMRCL

Contractor

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PRICE BID PER HOUR OF TRAIN OPERATION

Sl.No	PRICE FOR PER TRAIN HOUR (Inclusive of all the charges for manpower supplied, service charge, overhead, cess etc.,) (In Rs) (Excl. of GST)
	(i)
1	

SUMMARY OF COSTS

PRICE QUOTE FOR PER HOUR OF TRAIN OPERATION:

Table 2.

YEAR	Projected No. of Avg Train Hours Per Day	Projected No. of Train Hours Per Year	Price For Per Train Hour (Inclusive of all the charges for manpower, service charge, overhead etc. (In Rs.) (CARRY FORWARD FROM TABLE 1)	Price For Per Train Hour (Inclusive of all the charges for manpower, service charge, overhead etc. (With escalation of 5% pa) (in Rs.)		GST (in Rs)	Price For Per Train Hour (Incl of GST)	TOTAL ANNUAL PRICE (figures in Rs.)
	(a)	(b) =(a) x365	(c)	Factor (d)	(e) = (c) x (d)	(f)	(g)= (e) + (f)	(h) =(g) x (b)
1st year	670	2,44,550.00		1.00				
2nd year	670	2,44,550.00		1.05				
3rd year	670	2,44,550.00		1.10				
4th year	670	2,44,550.00		1.16				
5th year	670	2,44,550.00		1.21				
							Grand Total Amount (Rs)	
Amount (Rs) in Words								

Note 1:

i. The Tenderer shall quote the Price only in the e-portal and nowhere else. Submission of the quote other than the e-portal will result in disqualification of the Tenderer.

ii. Our Price Bid shall be binding upon us subject to the modifications resulting from negotiations (if any), up to 180 days from date of Tender opening.

Note 2:

i.. Bids with overwriting, correction or insertion in the Table above shall be attested by the signatory.

ii. BMRCL shall reimburse GST to the Contractor, as invoiced and as applicable as per Law. In the event of a Change in Law pursuant to which the taxes payable by BMRCL to the Contractor (for ex: GST) undergoes revision, then BMRCL shall reimburse such revised taxes to the Contractor.

iii. BMRCL reserves the right to vary the Tender quantity in terms of the 'projected Train hours' or 'manpower' or 'tenure of the Contract' up to (+/-) 25% of the Contract value.

iv. BMRCL shall give 5% annual increment on the quoted price, provided past year satisfactory services is obtained from BMRCL.

v. Incase of any discrepancy between the Price quoted in words and figures, the lower Value will be taken into consideration.

vi. Payment shall be made on submission of actual bills / Invoice and supporting documentary evidence as applicable.

Signature of the Tenderer